QDOBA®’s Last Queso Candle Giveaway
Official Rules

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning.

Eligibility. The QDOBA®’s Last Queso Candle Giveaway (the “Sweepstakes”) is open to citizens and legal permanent residents of the fifty (50) United States and the District of Columbia and Canada (excluding Quebec) who are at least 18 years of age at the time of entry (the “Entrant”). The Sweepstakes is void where prohibited by law.

Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of Sponsor, Instagram and each of their respective parents, subsidiaries and their franchisees, affiliates, advertising and promotion agencies, distributors, individual retail licensees and any others engaged in the development, production, execution or distribution of this Sweepstakes, including but not limited to an independent administrator, if applicable (the “Independent Administrator”) (all of the aforementioned collectively referred to as the “Sweepstakes Entities”), are ineligible to participate in the Sweepstakes. Individuals under the age of 18 are not eligible to enter the Sweepstakes.

Sponsor. Qdoba Restaurant Corporation, 350 Camino de la Reina San Diego, CA 92108 (“Sponsor”).

Agreement to Official Rules. By entering this Sweepstakes, Entrants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor and/or Independent Administrator, which are final and binding in all matters related to the Sweepstakes.

Timing. Sweepstakes begins at 3:00 PM Eastern Time (“ET”) on December 11, 2019 and ends at 12:00 PM ET on December 16, 2019 (the “Sweepstakes Period”). Sponsor’s servers and clock shall serve as the official clock for the Sweepstakes and Entrants’ proof of submission does not constitute proof of receipt by Sponsor.

How to Enter: During the Sweepstakes Period, in order to enter the Sweepstakes, Entrant must be a registered Instagram® user. To become a registered user, visit www.instagram.com and follow the instructions prior to entering this Sweepstakes. To enter, follow @qdoba on Instagram and locate the Sweepstakes post which will be posted on December 11, 2019 (the “Post”). Then comment on the Post. In order for your entry to be valid, your Instagram profile must be “public” and thus viewable by the Sponsor and its agents. If the Entrant’s account is not set to “public”, the Sponsor may not view the entry and the Entrant may not be eligible to win. Entrant may not use multiple Instagram accounts to enter. If you do not have the Instagram App, you may download it through the application store on your mobile device. Creating an Instagram account is free, but is subject to Instagram’s terms and conditions (http://instagram.com/about/legal/terms/#). Sweepstakes entry comments shall hereinafter be referred to as “Submissions”.

Provided an Entrant’s Submission conforms to these Official Rules, upon posting a Submission, each Entrant will receive one (1) entry into the Sweepstakes. No other methods of entry are acceptable. Limit one (1) entry per person. Submissions will not be returned or acknowledged. In the event of a dispute regarding the identity of the person who submitted an entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the Instagram account from which the entry was sent. “Authorized Account Holder” is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any Entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the Entrant’s entry and may result in disqualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification. You understand that you are supplying your information to the Sponsor and not to Instagram.
Additional Conditions: The Submission must be in English. Submissions must not include any child under the age of 18.

The Sweepstakes Entities are not responsible for any Submission that is lost, late, misdirected or undeliverable, inaccurate or incorrect whether due to system errors, omissions, interruptions, deletions, defects, tampering, hacking, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, unauthorized platform access, computer hardware or software malfunctions, failures or difficulties, or other typographical or system errors or failures of any kind whether human, mechanical, electronic, network, or otherwise.

By participating, Entrants agree that their Submission may be shared on social media sites or other websites, or otherwise used in any manner, by the Sponsor without compensation to Entrant. Without limiting the foregoing, each Entrant consents to have the Entrant’s Submission made available for public viewing and/or comment on the Internet. Each Entrant further agrees and warrants that his/her Submission shall not: (a) be false, inaccurate, or misleading; (b) infringe or otherwise violate any third party’s copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (c) violate any law, statute, ordinance, or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); and (d) reasonably be considered defamatory, disparaging, libelous, hateful, racially or religiously biased or offensive, indecent, inappropriate, unsuitable, unlawfully threatening or unlawfully harassing to any individual, partnership, or corporation, obscene, lewd, crude, vulgar, profane or defamatory; in each case as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify an entry with offensive content or material that it feels is inappropriate in any way. Late entries or entries sent via any other method than those stated above will not be accepted.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose Instagram account, in its sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Sweepstakes or any other person or entity, does not comply with these Official Rules, or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

Prize/Value/Odds. One (1) Qdoba Queso Candle will be awarded during the Sweepstakes. Approximate Retail Value (“ARV”): $10. Odds of winning will depend on the total number of eligible entries received.

Prize Conditions. Winner may not substitute or transfer prize offered or any portion thereof, however, Sponsor reserves the right to substitute the prize with a prize of equal or greater value.

Actual value of prize may vary and if the actual value of the prize or any portion thereof is less than the ARV set forth in these Official Rules, no cash equivalent will be awarded. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

Winner is solely responsible for any taxes on the prize, including, but not limited to all applicable federal, state, and local taxes that become due with respect to the value of the prize.

WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED AS-IS. SPONSOR MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LEGAL COMPLIANCE WITH RESPECT TO APPLICABLE LAWS OR NON-INFRINGEMENT AS REGARDS TO ANY PRIZE OR ANY COMPONENTS OF ANY PRIZE. VOID WHERE PROHIBITED, AS SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES.
Winner Selection. On or about December 17, 2019, one (1) potential winner will be selected in a random drawing from among all eligible entries received on Instagram.

The decisions of Sponsor and/or Independent Administrator will be final as to all matters, including, but not limited to, whether entries are received timely, whether entries are eligible, or whether an Entrant should be disqualified.

ALL POTENTIAL WINNING SUBMISSIONS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR INDEPENDENT ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, UNLESS AND UNTIL ENTRANT’S ELIGIBILITY AND THE POTENTIAL WINNING ENTRY HAS BEEN VERIFIED, ALL NECESSARY DOCUMENTS HAVE BEEN RETURNED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. ANY ENTRY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE ENTRY, IS VOID, AND WILL NOT BE HONORED.

Winner Notification. The potential winner will be notified by the Sponsor by direct message via the potential winner’s Instagram account on or about December 17, 2019 (the “Notification”). The Notification may request that the potential winner respond with some or all of the following information: first name; last name; street address; city; state; zip code; phone number; birthdate; and email address (the “Required Information”); within three (3) business days of receipt of the Notification. Upon receipt of the Required Information, the potential winner will then be contacted by Sponsor or the Independent Administrator via email to correctly answer, unaided, a mathematical skill-testing question in order to claim the Prize. The potential winner may also be required to complete, except where prohibited, an Affidavit of Eligibility/Liability/Publicity Release and an IRS W-9 Form (the “Winner Documents”) in order to claim the Prize. Winner Documents must be completed and returned by the date and time indicated in the email. If a potential winner cannot be reached, does not complete, sign and return the Winner Documents by the designated time, fails to respond to any communications from Sponsor and/or Independent Administrator within one (1) day, or is for any other reason deemed to be disqualified or ineligible, then that potential winner may forfeit the prize and his or her potential winning entry will be removed from the remaining eligible entries, after which another potential winner will be selected, if possible, from among all eligible entries received in the manner described in the “Winner Selection” of these Official Rules.

If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Submissions received up to the date of discontinuance for any prize offered herein.

General Terms & Conditions. By entering the Sweepstakes, Entrants represent and warrant that the Submissions are original works of authorship of the submitting Entrant and/or are owned solely by the submitting Entrant. By entering the Sweepstakes or accepting or using any prize, Entrants and any other individuals included in a Submission (and if such individuals are considered minors in their state of residence, their parent and/or legal guardian) hereby waive and release, and agree to indemnify, defend and hold harmless, the Sweepstakes Entities, from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, invasion of privacy, or any combination of the foregoing.

By entering, Entrants grant Sponsor the irrevocable right and permission to use, separately or together, their name, voice, statements, photograph, likeness, recorded performance and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including, without limitation, the purposes described in these Official Rules and for general promotional and advertising purposes, without further permission or compensation, without restriction as to alteration, without notice to Entrant, and without Entrant’s consent, review or approval, where permitted by law.
Entrants agree that the rights granted to Sponsor in these Official Rules are without compensation or attribution of any kind.

Persons who tamper with or abuse any aspect of the Sweepstakes, act in violation of the Official Rules, or act in any manner to threaten or abuse or harass any person, or violate Instagram’s terms of service, as solely determined by Sponsor, will be disqualified. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that Entrant to disqualification. Sweepstakes Entities are not responsible for injury or damage to Entrants’ or any other person’s computer or property related to or resulting from participating in this Sweepstakes. Should any portion of the Sweepstakes be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in sole opinion of the Sponsor, corrupt or impair administration, security, fairness or proper play of this Sweepstakes, or submission of entries, the Sponsor reserves the right, in their sole discretion, to suspend, modify, or terminate the Sweepstakes, and randomly select the potential winner from valid entries received prior to the action taken, or otherwise as may be deemed fair and equitable by the Sponsor. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserve the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

As a condition of entering this Sweepstakes, each Entrant agrees that: (1) under no circumstances will the Entrant be entitled or permitted to obtain awards for, and Entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased; (2) any and all disputes, claims, causes of action, and liability arising out of or connected in any way with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by litigation conducted in the city of San Diego, California; and (3) 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 shall attorneys’ fees be recoverable by any party. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an Entrant’s rights and obligations, or the rights and obligations of Sponsor and/or Independent Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of California, without giving effect to any choice of law or conflict of law rules (whether of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than California.

This Sweepstakes is subject to all federal, state and local laws and regulations.

Privacy. Except as otherwise specifically provided herein, the collection of personal information provided in connection with this Sweepstakes will be used only for the notification and fulfillment in the event Entrant is a potential winner.

Rules Request and Winner List. To obtain a copy of these Official Rules or a winner list, send an e-mail to: social@qdoba.com. All requests must be received by January 17, 2020.

This Sweepstakes is void where prohibited or restricted. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.

©2019 Qdoba Restaurant Corporation. Instagram® is a registered trademark of Instagram, LLC.
NO PURCHASE NECESSARY. Sweepstakes begins 3:00 PM ET on 12/11/19 and ends 12:00 PM ET on 12/16/19. Open only to citizens and legal residents of United States and the District of Columbia and Canada (excluding Quebec) age 18 or older. Skill-testing question required. Prize: one (1) Qdoba Queso Candle (ARV US$10). Odds of winning depend on number of eligible entries. Void where prohibited by law. Sweepstakes subject to full Official Rules at: qdoba.com. Sponsor: Qdoba Restaurant Corporation, 350 Camino de La Reina San Diego, CA 92108.