Guackeepers Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. The Guackeepers Sweepstakes (the "Promotion") begins at 12:00:01 PM Eastern Time ("ET") on October 1, 2022 and ends at 11:59:59 PM ET on December 18, 2022 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The Promotion will consist of four (4) individual Entry Periods (each an "Entry Period"). Each Entry Period will begin at a specified time (each a "Entry Period Start Time") as detailed in the chart below and will end at a specified time (each a "Entry Period End Time") as detailed in the chart below. The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

Entry Period	Entry Period Start Time	Entry Period End Time	
1	10/1/22 at 9:00:00AM ET	11/27/22 at 11:59:59PM ET	
2	11/28/22 at 12:00:00AM ET	12/4/22 at 11:59:59PM ET	
3	12/5/22 at 12:00:00AM ET	12/11/22 at 11:59:59PM ET	
4	12/12/22 at 12:00:00AM ET	12/18/22 at 11:59:59PM ET	

This Promotion is in no way sponsored, endorsed, or administered by Twitter, Inc. ("Twitter"). All questions, comments or complaints regarding the Promotion should be directed to the Sponsor at the address listed below and not to Twitter.

1) ELIGIBILITY: The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Employees, officers and directors of Avocados From Mexico, Inc. ("Sponsor") which is a non-profit subsidiary of the Mexican Hass Avocado Importers Association ("MHAIA"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2) HOW TO ENTER THE PROMOTION:

GRAND PRIZE SWEEPSTAKES (the "Grand Prize Sweepstakes"): To enter, visit: https://avocadosfrommexico.com/guacamole/guac-world/guac-bowl (the "Website") during the Promotion. Enter the Grand Prize Sweepstakes by completely entering your true and correct information on the registration form in the required fields (required fields include: Full Name, City, State, Zip Code, Phone Number, Email Address and Birth Date). Upon registering, you will receive one (1) entry into the Grand Prize Sweepstakes ("Grand Prize Sweepstakes Entry"). You may log in each day throughout the Promotion, and will receive one (1) Grand Prize Sweepstakes Entry for each day you log in. Limit of one (1) Grand Prize Sweepstakes Entry per person, per email address, per day throughout the Promotion Period.

3) ADDITIONAL ENTRIES: Users can earn additional entries as outlined below. These actions will result in additional entries earned into the Grand Prize Sweepstakes and the secondary sweepstakes (the "Secondary Sweepstakes"). Users who receive the Golden Guac Card (as outlined in 3d) will result in additional entries earned into the Grand Prize Sweepstakes, Secondary Sweepstakes and Golden Guac Card Sweepstakes (the "Golden Guac Card Sweepstakes").

To earn additional Sweepstakes Entries via Twitter, individuals will need a non-private Twitter account (**"Twitter Account"**). If you don't already have a Twitter Account, visit www.twitter.com to create a Twitter Account; creating a Twitter Account is free. By submitting your information and creating a Twitter Account, you will be required to agree to the Twitter terms of service (<u>https://twitter.com/tos/</u>) and privacy policy (<u>https://twitter.com/privacy</u>). If you do not agree to Twitter's terms of service and privacy notice, you cannot create a Twitter Account or participate in this portion of the Promotion. NOTE: Sponsor may not receive entries from Twitter users with "protected" updates (i.e., user has set their Twitter Account so that only people the user has approved can view their updates) due to the way Twitter operates its service.

a) **REGISTER FOR RECIPE ALBUM:** On the Website, register for the recipe album by navigating to "Flavor Challenge 2022" from the navigation. Limit of one (1) additional Grand Prize Sweepstakes Entry and one (1) secondary sweepstakes entry (each a "Secondary Sweepstakes Entry") per person, per email address, throughout the Promotion Period.

b) SHARE CARDS FROM RECIPE ALBUM: Once logged into your Twitter Account, navigate to the "Flavor Challenge 2022" on the Website (3a) and share any card available in your album including @avosfrommexico and the hashtag #alwaysgood, hashtag #guackeepers, hashtag #takis and hashtag #sweepstakes.The tweet of your card including @avosfrommexico and the hashtag #alwaysgood, hashtag #guackeepers, hashtag #takis and hashtag #sweepstakes are your entry and constitute your agreement to these Official Rules. Limit of one (1) additional Grand Prize Sweepstakes Entry and one (1) Secondary Sweepstakes Entry per person, per share throughout the Promotion Period.

c) SHARE COMPLETED RECIPE ALBUM ON TWITTER: Once logged into your Twitter Account and after completing a recipe album on the Website (3a), share your recipe album including @avosfrommexico and the hashtag #alwaysgood, hashtag #guackeepers, hashtag #takis and hashtag #sweepstakes.The tweet of your completed recipe album including @avosfrommexico and the hashtag #alwaysgood, hashtag #guackeepers, hashtag #takis and hashtag #sweepstakes are your entry and constitute your agreement to these Official Rules. Limit of one (1) additional Grand Prize Sweepstakes Entry and one (1) Secondary Sweepstakes Entry per person, per share, throughout the Promotion Period.

d) FOLLOW AND SHARE CONTENT: Once logged into your Twitter Account, become a follower of the @avosfrommexico Twitter Account (you must follow until thirty (30) days after the Promotion Period for winner notification purposes to be eligible to win/claim a prize). You must compose a new tweet including @avosfrommexico and the hashtag #alwaysgood, hashtag #guackeepers, hashtag #takis and hashtag #sweepstakes. The tweet including @avosfrommexico and the hashtag #guackeepers, hashtag #takis and hashtag #sweepstakes are your entry and constitute your agreement to these Official Rules. Limit of one (1) additional Grand Prize Sweepstakes Entry and one (1) Secondary Sweepstakes Entry per person, per share throughout the Promotion Period.

e) SHARE GOLDEN GUAC CARD ON TWITTER: Throughout the Promotion, one hundred (100) Golden Guac Cards will be added to randomly selected users' recipe albums. If you receive a Golden Guac Card, share this card on Twitter including @avosfrommexico and the text "Golden Card". The tweet including the Golden Guac Card, @avosfrommexico and the text "Golden Guac" are your entry and constitute your agreement to these Official Rules. Limit of one (1) additional Grand Prize Sweepstakes Entry, one (1) Secondary Sweepstakes Entry and one (1) golden guac sweepstakes entry (each a "Golden Guac Sweepstakes Entry") per person, per share throughout the Promotion Period.

- 4) GRAND PRIZE SWEEPSTAKES DRAWING/ODDS: On or about December 19, 2022, the Administrator will conduct a random drawing from all eligible Grand Prize Sweepstakes Entries received throughout the entire Promotion Period and select one (1) potential Grand Prize Sweepstakes winner. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Odds of winning the Grand Prize depend on the number of eligible Grand Prize Sweepstakes Entries received.
- 5) SECONDARY SWEEPSTAKES DRAWING/ODDS: The Secondary Sweepstakes will consist of four (4) individual Winner drawings (each a "Secondary Sweepstakes Drawing"). The Secondary Sweepstakes Drawing will be conducted through a randomized drawing on or around the secondary sweepstakes drawing date ("Secondary Sweepstakes Drawing Date") specified in the chart below from among all eligible Secondary Sweepstakes Entries. Secondary Sweepstakes Entries must be received before the end of the Entry Period to be eligible for the corresponding Secondary Sweepstakes Drawing. All eligible non-winning entries from each Secondary Sweepstakes Drawing will not be rolled into the next Secondary Sweepstakes Drawing.

Entry Period	Entry Period Start Time	Entry Period End Time	Secondary Sweepstakes Drawing Date
1	10/1/22 at 9:00:00AM ET	11/27/22 at 11:59:59PM ET	11/28/22
2	11/28/22 at 12:00:00AM ET	12/4/22 at 11:59:59PM ET	12/5/22
3	12/5/22 at 12:00:00AM ET	12/11/22 at 11:59:59PM ET	12/12/22
4	12/12/22 at 12:00:00AM ET	12/18/22 at 11:59:59PM ET	12/19/22

- 6) GOLDEN GUAC SWEEPSTAKES DRAWING/ODDS: On or about December 19, 2022, the Administrator will conduct a random drawing from all eligible Golden Guac Sweepstakes Entries received throughout the entire Promotion Period and select one (1) potential Golden Guac Card Sweepstakes winner. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Odds of winning the Golden Guac Prize depend on the number of eligible Golden Guac Sweepstakes Entries received.
- 7) WINNER NOTIFICATION: The potential prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable. Potential winners will have five (5) days to respond to winning notification before forfeiting their prize. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within five (5) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.
- 8) **PRIZES/PRIZE RESTRICTIONS:** A total of Sixty-Six (66) Promotions Prizes will be awarded during the Promotion Period as detailed below.
 - **GRAND PRIZE (1):** One (1) Grand Prize will be awarded during the Promotion Period consisting of one (1) trip to any U.S. soccer match awarded in the form of a \$50,000 check

The Approximate Retail Value ("ARV") of the Grand Prize is \$50,000.00.

• **GOLDEN GUAC PRIZE (1):** One (1) Golden Guac Prize will be awarded during the Promotion consisting of one (1) \$500 check.

The ARV of the First Prize is \$500.00.

- **SECONDARY PRIZES (64)** Sixty-Four (64) total Secondary Prizes will be awarded during the Promotion, as detailed below.
 - Four (4) \$500 awarded in the form of a check (one (1) per Entry Period)
 - The ARV of each secondary prize check is \$500.00
 - Sixty (60) Autographed soccer memorabilia items awarded at random (fourteen (14) autographed items awarded Entry Periods 1-3 and eight-teen (18) autographed items awarded in Entry Period 4):
 - Twenty (20) Autographed FIFA soccer balls
 - The ARV of each Autographed FIFA soccer ball is \$345.95
 - Ten (10) Autographed Mini soccer balls
 - The ARV of each Autographed Mini soccer ball is \$122.95
 - Ten (10) Autographed Mini soccer balls with plastic case
 - The ARV of each Autographed Mini soccer ball with plastic case is \$158.33
 - Ten (10) Autographed Mexico Team Jerseys
 - The ARV of each Autographed Mexico Team Jersey is \$215.75
 - Ten (10) Autographed U.S. Team Jerseys
 - The ARV of each Autographed U.S. Team Jersey is \$181.99

The ARV of all Secondary Prizes is \$15,709.20

The total ARV of all prizes is \$66,209.20

PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household. All Promotion prizes will be fulfilled approximately six (6) to eight (8) weeks after the Promotion has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.

- 9) GENERAL: Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name. likeness (photographic or simulated), voice. and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Twitter or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #8. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disgualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.
- 10) CONDUCT: By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 11) LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or

registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

- 12) RELEASES: All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify Twitter and the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.
- 13) CHOICE OF LAW AND JURISDICTION: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Texas. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 14) PRIVACY: Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <u>https://avocadosfrommexico.com/privacy-policy/</u>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- **15) TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner and First Prize Winner.
- **16) WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by January 15, 2023 to: Guackeepers Sweepstakes Winners List Request, c/o Realtime Media, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428.

SPONSOR: Avocados From Mexico Inc., 222 W. Las Colinas Blvd., Suite 850E, Irving, TX 75039; <u>https://avocadosfrommexico.com/; https://avocadosfrommexico.com/privacy-policy/</u>

ADMINISTRATOR: Realtime Media LLC, 200 Four Falls Corporate Center, Suite 100, Conshohocken, PA 19428; <u>https://www.rtm.com/; https://privacy.rtm.com/PrivacyPolicy.pdf</u>