House of Goodness - Take the Goodness Home Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED. The House of Goodness - Take the Goodness Home (the "Promotion") begins at 5:00 PM Central Time ("CT") on March 6, 2023 and ends at 12:00:00 PM CT on March 19, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes") and includes fourteen (14) separate prize pools (each a "Prize Pool") as described further below. The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

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 48 contiguous 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 Alaska, Hawaii, and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2) HOW TO ENTER: Before you can enter this Promotion, you 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 (https://twitter.com/tos/) and privacy policy (https://twitter.com/privacy). If you do not agree to Twitter's terms of service and privacy notice, you cannot create a Twitter Account or participate in this 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. Be sure your Twitter account is set to public. You must also follow @AvosFromMexico on Twitter in order to receive DM notification, if you are selected as a potential winner of a prize.

There are two (2) ways to enter:

To enter via sharing one of Sponsor's images on Twitter, during the Promotion Period, first visit <u>https://avocadosfrommexico.com/brand/houseofgoodness</u> (the "Website"), either directly or by scanning the QR Code found on promotional advertising at the House of Goodness in real life experience at SXSW in Austin, TX (94 Rainey St, Austin, TX 78701). Then, locate one of the prizes that has a tag with a QR code that you might like to try to win and follow the links and instructions to share that prize image using your Twitter Account, including the prepopulated message that includes the hashtags #SparkTheGood and #Sweepstakes. If you successfully do so, you will receive one (1) entry into the drawing for that prize's Prize Pool, up to the limit stated below. Limit of up to ten (10) entries per person, per email address, per Prize Pool via this method during the Promotion Period.

To enter via Retweeting, during the Promotion Period, if you see a Tweet on Twitter with one of Sponsor's images and the promotion hashtags, retweet it including the prepopulated message

that includes the hashtags #SparkTheGood and #Sweepstakes. If you successfully do so, you will receive one (1) entry into the drawing for that prize's Prize Pool, up to the limit stated below. Limit of up to ten (10) entries per person, per email address, per Prize Pool via this method during the Promotion Period.

- 3) DRAWINGS/ODDS: On or about March 21, 2023, the Administrator will conduct a random drawing for each Prize Pool's prizes from all eligible entries received throughout the entire Promotion Period for the applicable Prize Pool and will select a potential winner for each of the prizes listed in the table below. Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Odds of winning a prize depend on the number of eligible entries received for the applicable Prize Pool and the quantity of prizes available for that Prize Pool (see table in Section 5 below).
- 4) WINNER NOTIFICATION: The potential winners will be notified via direct message on their Twitter Account within three (3) business days of winner selection or as soon as reasonably practicable. Each potential winner will have five (5) days to respond to the notification and to complete and submit the Redemption Form in order to claim the prize or they will forfeit the prize. Any winner of a prize valued at \$600 or more will be required to complete and submit a Declaration of Eligibility/Liability Release within five (5) days or forfeit the prize. All forms must be completed, signed, and returned to Administrator within five (5) days of date of issuance. Each 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 Prize Pool's drawing.
- 5) PRIZES/PRIZE RESTRICTIONS: A total of thirty-three (33) individual prizes will be awarded in this Promotion, with details and approximate retail value ("ARV") of each as detailed below, across 14 Prize Pools.

Prize Pool	Description	Quantity	ARV
1	Custom Avocado Chair	1	\$900
2	Gift Card (all details determined by Sponsor in its sole discretion, T & Cs apply)	1	\$500
3	Record Player	4	\$274
4	Set of Custom AFM Confetti Pillows	1	\$130
5	Avocado Dog Bed	5	\$78
6	Avocado Wall Clock	4	\$74
7	Kitchen Blender	1	\$66
8	Kitchen Coffee Maker	1	\$59
9	AFM Track Jacket size XL	6	\$48
10	3 AFM-branded Crates	1	\$45
11	Plush	1	\$36
11	AFM Backpack	4	\$34
12	AFM Beanie Hat	2	\$18
13	Avocado Glow Collection (includes	1	\$500

The total ARV of all prizes is \$4,478.

PRIZE RESTRICTIONS: Limit of one (1) prize per person and per household. All 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 EACH WINNER'S SOLE RESPONSIBILITY.

- 6) **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 these Official Rules. 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 social media account 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.
- 7) 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.

- 8) 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 Website 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 applicable Prize Pool in the Promotion up to the time of such action.
- 9) 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.
- 10) 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.
- 11) **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 https://avocadosfrommexico.com/privacy-policy/. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

- **12) 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 a winner of any prize valued at \$600 or more.
- 13) WINNERS LIST: To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by June 15, 2023 to: House of Goodness - Take the Goodness Home Sweepstakes - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2–100, West 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, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428; <u>https://www.rtm.com/; https://privacy.rtm.com/PrivacyPolicy.pdf</u>