

**Avocados From Mexico® Fiesta Del Fuego Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

AGREEMENT TO OFFICIAL RULES: BY ENTERING THE AVOCADOS FROM MEXICO® FIESTA DEL FUEGO SWEEPSTAKES (“SWEEPSTAKES”), YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES. PLEASE READ THESE RULES CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THESE RULES INCLUDE INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. ELIGIBILITY: The Sweepstakes is open to legal residents of one of the 50 states of the United States or Washington, D.C., who are age 18 or older at the time of entry. This Sweepstakes is not open to employees and their immediate family members (defined as spouse, parent, child or sibling and their respective spouses or step-family) and household members of Avocados From Mexico, Inc. (“**Sponsor**”), Administrator (named at the end of these Official Rules), Jack in the Box Inc., or Qdoba Restaurant Corporation, or any of their respective affiliates, subsidiaries, service providers and advertising and promotional agencies.

2. SWEEPSTAKES PERIOD: This Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on April 1, 2017 and ends at 11:59:59 p.m. ET on May 31, 2017 (“**Sweepstakes Period**”).

3. HOW TO ENTER: An active Twitter account is required to enter. If you do not have a Twitter account, go to www.twitter.com to create one. Creating a Twitter account is free. Use of Twitter is subject to Twitter’s terms and conditions available at <https://twitter.com/tos?lang=en>.

During the Sweepstakes Period, use your Twitter account to create a tweet using the avocado emoji *OR* the hot pepper emoji and include BOTH of the following hashtags: #guacit and #avosweepstakes. **Entries that do not use both hashtags are not eligible.** You must follow Sponsor’s Twitter account/handle (AvosfromMexico) through at least July 15, 2017. If you do not follow Sponsor’s Twitter account/handle (AvosfromMexico), then you may not be able to receive the Twitter Direct Message notifying you if you are a winner (please see Rule 6).

Each entrant may only use one Twitter account to participate in the Sweepstakes. Each entry is deemed made by the natural person assigned the email address associated with the Twitter account used to enter. **Limit: one (1) entry per Twitter account per calendar day.** Sponsor reserves the right to disqualify any participant that is suspected of using more than one Twitter account to circumvent the entry limit. If you use your mobile device to enter the Sweepstakes, you are solely responsible for all associated data usage and other fees.

4. WINNER SELECTION: The Administrator will select potential winners from among all eligible entries received in a random drawing on or about June 6, 2017. Odds of winning a prize depend on the number of eligible entries received.

5. PRIZES: Five (5) Grand Prizes: each, one (1) \$250.00 Qdoba Mexican Eats® gift card and one (1) \$500.00 Visa® Gift Card. Approximate Retail Value (“**ARV**”) of each Grand Prize: \$750.00 each. **Thirty (30) First Prizes:** each, one (1) \$500.00 Visa® Gift Card. ARV of Each First Prize: \$500.00 each. Total ARV

of All Prizes: \$18,750.00. **Limit one prize per person per day.** All other prize details are determined by Sponsor in its sole discretion. Sponsor reserves the right to substitute any prize with a prize of equal or greater value but no other substitution or transfer is permitted. Sponsor is responsible only for prize delivery and is not responsible for the prize's utility to winner. Winners are solely responsible for any and all taxes, fees and other expenses associated with acceptance and use of prizes. Sponsor is obligated to award only the prizes stated above. Unclaimed prizes will not be awarded.

6. WINNER NOTIFICATION AND PRIZE DELIVERY: Each potential winner will be notified via Twitter Direct Message from Sponsor's Twitter account on or about June 7, 2017. (If a winner is not following Sponsor's Twitter account/handle (AvosfromMexico), then the Twitter Direct Message winner notification may not be deliverable.) The Twitter Direct Message will provide prize claim instructions that include the requirement that a selected winner respond within two (2) business days of the date the Twitter Direct Message was sent. Each Grand Prize winner is required (and a First Prize winner may be required) to complete and return an affidavit of eligibility and release ("**Winner Affidavit**"). Administrator must receive all Winner Affidavits within five (5) days of the date sent. If a winner does not respond to Administrator's Twitter Direct Message or return a completed Winner Affidavit within the specified time period, if Administrator determines that the selected winner cannot or does not comply with these Official Rules or if a prize or any written or electronic communication is returned as undeliverable, the selected winner forfeits his or her prize and Administrator may select an alternate winner in a random drawing from among all remaining eligible entries received. Please allow up to 10 weeks for delivery of prizes.

7. PUBLICITY RIGHTS: By submitting an entry, you agree to Sponsor's use of your name, address, Twitter username/handle, likeness or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Any use of a minor's name, address, likeness, Twitter username/handle or prize information is subject to the prior approval of the minor's parent or legal guardian.

8. ENTRANT AGREEMENT AND RELEASE. BY SUBMITTING AN ENTRY:

- YOU PROVIDE YOUR FULL AND UNCONDITIONAL AGREEMENT TO THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES;
- YOU RELEASE AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, JACK IN THE BOX INC., AND QDOBA RESTAURANT CORPORATION AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS AND ADVERTISING AND PROMOTIONAL AGENCIES AND THE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, SUCCESSORS AND/OR ASSIGNS OF EACH (COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY DAMAGE, LOSS OR LIABILITY, DUE IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, ARISING FROM OR RELATED TO PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, USE OR MISUSE OF PRIZE.

CALIFORNIA RESIDENTS: BY PARTICIPATING IN THIS SWEEPSTAKES, YOU WAIVE YOUR RIGHTS WITH RESPECT TO CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

8. LIMITATIONS OF LIABILITY: The Released Parties are not responsible or liable for: late, lost, stolen, damaged, garbled, incomplete, postage-due, undeliverable, delayed, intercepted, misaddressed or misdirected Sweepstakes entries, email or other communications related to this Sweepstakes; loss, corruption, theft or destruction of information submitted by entrant or entrant's inability to submit any information in connection with this Sweepstakes; errors, omissions, interruptions, deletions, defects or delays in operation or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices or platforms and their respective settings; issues arising in connection with telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other electronic communication problems; any damage or loss to computer equipment or devices resulting from participation in the Sweepstakes; unauthorized access or alteration to or destruction of Sweepstakes-related information or materials; tampering, hacking, theft, virus, bugs, worms; any errors or omissions in the announcement of prizes or any inaccurate or incorrect information posted to Twitter; or undeliverable messages or emails resulting from any form of active or passive filtering, insufficient space in user's email account to receive messages or incorrect settings.

THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE SWEEPSTAKES OR ENTRANT'S ACCEPTANCE, USE OR MISUSE OF A PRIZE. THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION SHALL NOT EXCEED \$750. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY GUARANTEE OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

9. GENERAL TERMS: This Sweepstakes is void outside the 50 United States and Washington, D.C. and where prohibited, restricted or taxed. Sponsor reserves the right, in its sole discretion to modify, cancel or suspend this Sweepstakes if this Sweepstakes cannot be executed as planned. If Sponsor modifies, terminates or suspends this Sweepstakes, Sponsor will post a notice at www.avofan.com and, if time and circumstances allow, determine procedures for awarding the prizes. Sponsor also reserves the right, at its sole discretion, to disqualify any participant from this Sweepstakes or any other promotion conducted by Sponsor or any of its affiliates if his or her fraud or misconduct disrupts the intended execution of this Sweepstakes. Sponsor also reserves the right to correct errors or inconsistencies in promotional materials or in the announcement of prizes. If Sweepstakes-related promotional materials and these Official Rules are inconsistent, then these Official Rules shall govern with respect to this Sweepstakes. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right to restrict participation from any IP or MAC address or device if suspicious activity is detected or suspected. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

10. DISPUTES; GOVERNING LAW: YOU AGREE THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY AND ALL CLAIMS, JUDGMENTS, AND AWARD SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET DAMAGES, EXCLUDING ATTORNEYS' FEES AND COURT COSTS. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by private and confidential 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 including any form of class or representative action. The arbitration shall be conducted in the District of Columbia, U.S. ALL ASPECTS OF THE OPERATION OF THE SWEEPSTAKES, AS WELL AS THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEMENT OF THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS, AS WELL AS THE RESPECTIVE RIGHTS OF THE SPONSOR OF, PARTICIPANTS IN, AND WINNER OF THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA, U.S., 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 Sweepstakes, the entrant irrevocably submits and consents to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the District of Columbia, U.S. The entrant agrees not to raise the defense of forum non-conveniens.

11. PRIVACY: All information submitted by entrant will be treated according to Sponsor’s privacy policy, available at: <http://www.avocadosfrommexico.com/privacy-policy/>. By participating in the Sweepstakes and providing any personal information, entrant hereby agrees to Sponsors’ collection and usage of their personal information and acknowledge that they have read and accepted the terms of Sponsor’s privacy policy.

12. WINNERS LIST: A list of winners’ names will be posted at www.avofan.com after all winners are confirmed. You also may mail a self-addressed stamped envelope to: Avocados From Mexico Fiesta Del Fuego Sweepstakes Winners List, Attn: Kayla Dehaven, Augustineldeas, 532 Gibson Dr, Ste. 250, Roseville, CA 95678. All mail in requests must be received by June 6, 2017.

SPONSORS: Avocados From Mexico Inc., 222 W. Las Colinas Blvd., Suite 850E, Irving, TX 75039. McIlhenny Company, Avery Island, Louisiana 70513.

ADMINISTRATOR: Promotion Fulfillment Center, of 311-21st Street, Camanche, IA 52730, and Augustineldeas, of 532 Gibson Drive, Suite 250, Roseville, CA 95678, are together the “Administrator.”

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