

**2021 AVOCADOS FROM MEXICO GUAC DAY 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 THIS SWEEPSTAKES (“SWEEPSTAKES”), YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

THIS SWEEPSTAKES IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TWITTER, INSTAGRAM, FACEBOOK, TIKTOK OR PINTEREST. TWITTER, INSTAGRAM, FACEBOOK, TIKTOK OR PINTEREST ARE NOT AFFILIATED WITH THE SPONSOR IN ANY WAY.

ELIGIBILITY: The Sweepstakes is open to legal residents of any one of the 50 states of the United States of America or the District of Columbia, who are 21 years of age or older at the time of entry. Winner must live in the valid area at the time of the drawing and distribution of prizes. Sweepstakes is void where prohibited by law. Employees, officers and directors of Avocados From Mexico, Inc. (the “Sponsor”), its parent company, subsidiaries, affiliates and partners, Lerma Agency and Innovative Processing, Inc. (“Administrators”), and any other promotion agencies and other agencies involved in this Sweepstakes, and each of their respective affiliates (collectively, the “Released Parties”), and members of the same the household and immediate family members (spouse, child, parent, sibling and their respective spouses) of all such employees/officers/directors, are NOT eligible to enter or win. Sweepstakes is subject to all federal, state, and local laws and regulations.

ENTRY PERIOD: This Sweepstakes begins at 6:00 a.m. Central Daylight Time (CDT) on September 9, 2021 and ends at 11:59 p.m. CDT on September 16, 2021. (“Entry Period”). The Administrator’s computer will serve as the Sweepstakes’ official clock.

HOW TO ENTER: To enter through Twitter, you must have a valid Twitter account and follow Avocados From Mexico on Twitter. Sweepstakes will be advertised on select social media sites. There are two (2) ways to enter the sweepstakes.

- (1)** Tweet using the hashtags, **#Guacamoments and #Nationalguacamoleaday and #Sweepstakes** to receive one (1) entry into the sweepstakes. For every tweet the participant receives one (1) entry.
- (2)** Click on the banners advertising the sweepstakes on various social media sites. This will take the entrant to the entry form on the website. Complete all information requested to count as one (1) entry.

If entering through Twitter, participants must have their Twitter account set to PUBLIC so the Sponsor will be able to Direct Message back should they be drawn as a winner. There is a limit of one (1) entry per person/household/per day no matter the means of entry.

Any attempt by an Entrant to enter using any other method of entry will be disqualified. The Released Parties assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, including the interpretation of these Official Rules and Sponsor’s exercise of discretion, which will be final and binding in all respects.

Please see the "Privacy" section below for details regarding the use of personal information collected in connection with this Sweepstakes.

PRIZES/ RETAIL VALUE: There is a total of **Two Hundred and Sixteen (216) Grand Prizes** of a Guac Logo'd T-shirt in one of 3 different styles. (Guac Green/Chips or Green Gimme Guac or Pink Talk Guac) Winner does not receive choice of shirt or shirt size). The total ARV for this sweepstakes is \$3,492.

DRAWING/WINNER SELECTION:

Winners of each prize will be selected in a random drawing each day from September 7, 2021 through September 17, 2021 by the Administrator from all eligible entries received through the prior day of each drawing. Sponsor will reach out to potential winners. Odds of winning a prize depend on the number of eligible entries received up to each drawing.

PRIZE LIMIT: Limit of one (1) prize (valued at \$1,000 or more) per person/household during any consecutive twelve (12) month period from any promotion sponsored by Sponsor.

ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF A PRIZE NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. No cash equivalent or other substitutions will be permitted, except the Sponsor reserves the right in its sole discretion to substitute any prize with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole discretion. Any local, state or federal taxes associated with any prize awarded in connection with the Sweepstakes are the sole responsibility of the Prize Winner. The value of the prize, as ultimately determined the Sponsor, cannot be challenged or appealed. The Released Parties are not liable for the payment of any taxes associated with acceptance of the prize.

PRIZE NOTIFICATION: Potential prize winner(s) will be contacted by the Sponsor using Twitter Direct Messaging or by the email given on the entry form, announcing that they have won the prize. Potential winner must return the tweet or email within forty eight (48) hours of notification. When contacted they must reply, with their full name and mailing address where the prize can be shipped or the prize will be forfeited and an alternate winner will be drawn. Return of any prize, or notification that the prize was undeliverable, in the Sponsor's sole discretion, result in disqualification of the potential winner and forfeiture of the prize. If a potential winner forfeits a prize, no alternative compensation will be given.

PUBLICITY RELEASE: Subject to applicable law, by accepting the prize, the Prize winner irrevocably grants to Sponsor the right to use and publish his/her proper name, city and state of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by Prize winner regarding the Sweepstakes or Sponsor online and in print and in any other media now known or hereafter developed, worldwide, in perpetuity, in connection with the Sweepstakes and for advertising and promotional purposes, without additional compensation or notification. The Sponsor has full ownership of all content captured during the sweepstakes period and during the prize fulfillment period.

RELEASE AND LIMITATIONS OF LIABILITY / ADDITIONAL TERMS: By entering the Sweepstakes, each Entrant agrees, and by accepting the Prize the Prize winners agree, to release, indemnify and hold harmless the Released Parties from and against any liability, loss, damage, cost, and expense that the Released Parties may suffer as a result of any claims, suits, demands, actions, causes of action ("Claims"), penalties, expenses, or costs, including reasonable attorneys' fees ("Losses"), whether foreseen or unforeseen, that may be made or had against the Released Parties arising from or in connection with the Sweepstakes, including, but not limited to, all such Claims and Losses arising from:

1) any prize won; 2) the negligence, reckless acts, and/or intentional or willful misconduct by Entrants or Prize winner; 3) any injuries, death, damage to persons or property, losses, or other damage of any kind that the Entrants or Prize winner may sustain which may be caused, directly or indirectly, in whole or in part, from or in connection with their participation in the Sweepstakes or receipt of any prize, unless prohibited by law; and 4) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract. THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' ACCESS TO AND USE OF THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES; OR PRIZE WINNER'S USE OF PRIZE. THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION SHALL NOT EXCEED \$100. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

As a condition of entering the Sweepstakes, the Prize winner gives consent for Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules. Any information Entrant provides to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winners list. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize to an Entrant randomly selected from among all valid and eligible entries received up to the time of such Force Majeure event.

DISPUTES; GOVERNING LAW: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. 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. 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 STATE OF THE DISTRICT OF COLUMBIA 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 parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the District of Columbia. The parties agree not to

raise the defense of forum non conveniens.

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

WINNER NAMES: To receive a copy of the winners list, mail a self-addressed stamped envelope to: 2021 AFM Guac Day Sweepstakes Winners List, PO Box 240, Clear Lake, MN 55319. All mail in requests must be received by: October 31, 2021.

SPONSOR: Avocados From Mexico Inc., 222 W. Las Colinas Blvd., Suite 850E, Irving, TX 75039.

Administrator: Innovative Processing, Inc., PO Box 240, Clear Lake, MN 55319.