

AVOCADOS FROM MEXICO CHOOSING AMERICA'S FAVORITE GUAC SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE EACH ENTRANT'S CHANCES OF WINNING.

The Avocados From Mexico Choosing America's Favorite Guac Sweepstakes ("Sweepstakes") is sponsored by Avocados From Mexico, Inc. ("Sponsor"), which is a non-profit subsidiary of the Mexican Hass Avocado Importers Association ("MHAIA") and which is located at 222 W. Las Colinas Blvd. #850E, Irving, TX 75039. The Sweepstakes is administered by an independent third party, Prize Logic ("Administrator").

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on September 2, 2020 at 12:00 Noon Eastern Time ("ET") and ends on September 16, 2020 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock. The Sweepstakes includes two (2) phases (each a "Phase"), as set forth in the chart below:

| PHASE | START DATE | END DATE | APPRX. DRAWING DATE |
|--------------|----------------------------|-------------------------|----------------------------|
| 1 | 9/2/2020 @ 12:00 PM (Noon) | 9/13/2020 @ 11:59:59 PM | 9/14/2020 |
| 2 | 9/14/2020 @ 12:00 AM | 9/16/2020 @ 11:59:59 PM | 9/17/2020 |

Non-winning entries from Phase 1 will not carry over into Phase 2. The Administrator's computer is the Sweepstakes official clock.

2. **ELIGIBILITY:** This Sweepstakes is open to any legal resident of one of the fifty (50) States of United States, or of the District of Columbia, who is at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of such employee's immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of such an employee, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

By submitting an entry, the eligible person ("Entrant") agrees unconditionally to these Official Rules and to Sponsor's decisions and interpretations of such Rules, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, each Entrant's residential address and e-mail address will be the street address and e-mail address submitted at the time of entry. Each Entrant may not subsequently change his/her street address or e-mail address for the purposes of this Sweepstakes.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an eligible entrant may visit AmericasGuac.com ("Website") and view the available recipes (each a "Recipe"). Entrant must then follow the links and instructions to vote for his/her favorite Recipe by clicking on the share button. An entrant may also Retweet a Recipe on Twitter. During Phase 1, there will be two hundred twenty-three (223) Recipes to select from. During Phase 2, the four (4) Recipes that received the most number of votes in Phase 1, will be posted for a second time at the Website ("Top 4 Recipes"). Eligible Entrants must again visit the Website and vote for his/her favorite Top 4 Recipes in order to receive an entry into Phase 2. Upon clicking the share button, a pre-populated share message will appear. Entrant must then share his/her selected Recipe on Twitter. Each share or Retweet must include the

following three (3) hashtags: #guacfrommexico; #sweepstakes; #recipe. The “#recipe” will be determined based on the Recipe Entrant selects.

By entering the Sweepstakes and using the hashtags, entrant hereby agrees to be bound by the terms and conditions of these Official Rules. An entrant must have a non-private Twitter account to enter the Sweepstakes and must be a follower of @AvosFromMexico until 30 days after end date for winner notification purposes to be eligible to win/claim a prize. If an entrant does not have a non-private Twitter account, he/she can create one at no cost at www.twitter.com. Please note that an entrant must agree to comply with the Twitter Terms of Service (<https://twitter.com/tos/>) and Privacy Policy (<https://twitter.com/privacy>) in order to participate in the Sweepstakes. If an entrant Tweets from his or her wireless phone, the entrant’s wireless service provider may charge the entrant. Entrants should consult their wireless-service providers regarding their pricing plans. Message and data rates may apply. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THESE SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER’S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THESE SWEEPSTAKES.

Entry Limit: Limit of one (1) entry per person per day, per Recipe during Phase 1 of the Sweepstakes Period (max of 20 entries per person/day total), and one (1) entry per person per day during Phase 2 of the Sweepstakes Period. If more than the stated number of entries are received from the same person, telephone number and/or e-mail address in a single day, only the valid entries received shall be considered eligible. A “day” is defined as the period of time starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on September 2, 2020 when a day is defined as starting at 12:00 Noon ET and ending at 11:59:59 PM ET.

4. RANDOM DRAWING: On or about September 15, 2020, the Administrator will randomly select twenty-six (26) potential second prize winners from all eligible entries received in Phase 1, and four (4) potential first prize winners from all eligible entries received for the Top 4 Recipes in Phase 1. On or about September 17, 2020, the Administrator will randomly select one (1) potential grand prize winner from all eligible entries received in Phase 2.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

A. Grand Prize (1): The grand prize is \$1,000 (“Grand Prize”). There will be one (1) Grand Prize available. The ARV of the Grand Prize is \$1,000. The odds of being selected as the one (1) Grand Prize winner depend on the number of eligible Sweepstakes Entries received during Phase 2. Winner must have Venmo account to accept the Grand Prize.

B. First Prizes (4): Each first prize is \$600 (“First Prize”). There will be four (4) First Prizes available. The ARV of each First Prize is \$600. The odds of winning a First Prize depend on the number of eligible Sweepstakes Entries received for the Top 4 Recipes during Phase 1. Winner must have Venmo account to accept the First Prize.

C. Second Prizes (26): Each second prize is a \$50 (“Second Prize”). There will be twenty-six (26) Second Prizes available. The ARV of each Second Prize is \$50. The odds of winning a Second Prize depend on the number of eligible Sweepstakes Entries received during Phase 1. Winner must have Venmo account to accept the Second Prize.

D. Total ARV: The total ARV of all Prizes is \$4,700.

E. General Conditions: There is a limit of one (1) prize per person/household. All costs, expenses, and taxes not specifically included herein are solely the winner's responsibility. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received.

6. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. The potential winners will be notified on Twitter by a Direct Message from @AvosFromMexico with instructions on how to claim his/her prize ("Notification"), and must respond to the Notification within three (3) calendar days. Each potential winner must visit a redemption claim site and provide all requested information. The potential Grand and First Prize winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents, or respond to the winner Notification, within the stated time period may result in forfeiture of winner's right to claim a prize, and may result in the prize being awarded to an alternate winner, if time permits. Upon verification of eligibility, each prize will be fulfilled within 6-8 weeks via Venmo payment. The Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Sweepstakes Period, time permitting. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Prizes are not transferable. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will issue an IRS Form 1099-MISC for each winner whose prize is valued at \$600 or more. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility.

7. LIMITATION OF LIABILITY: By participating in this Sweepstakes, each Entrant agrees that the Sweepstakes Entities, Twitter Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to each Entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or

otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and each Entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by an Entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner. Notice of such cancelation, termination, or modification of the Sweepstakes shall be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. EACH ENTRANT AGREES THAT THE**

RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **PRIVACY:** Sponsor's privacy policy is available at <https://avocadosfrommexico.com/privacy-policy/>.
10. **PUBLICITY RIGHTS:** By participating in this Sweepstakes, each Entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right, in their sole and absolute discretion, to disqualify any Entrant found or suspected to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner (any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same) or with the intent to disrupt the normal operation of this Sweepstakes. If it is discovered that a person has entered or attempted to enter more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. Each Entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.
12. **WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business envelope to: Winners List - Avocados From Mexico Choosing America's Favorite Guac Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than November 17, 2020.

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