

**Avocados From Mexico® 2017 Tastiest Tailgate Sweepstakes
OFFICIAL RULES**

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

AGREEMENT TO OFFICIAL RULES: BY ENTERING THE AVOCADOS FROM MEXICO® 2017 TASTIEST TAILGATE SWEEPSTAKES (“SWEEPSTAKES”), YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES. PLEASE READ THESE RULES CAREFULLY BEFORE ENTERING. THESE RULES INCLUDE PROVISIONS THAT LIMIT YOUR LEGAL RIGHTS.

1. ELIGIBILITY: This Sweepstakes is open to legal residents of the forty eight (48) contiguous United States and the District of Columbia who are twenty-one (21) years of age or older as of date of entry. The following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: employees, officers, and directors of Avocados From Mexico, Inc. (“Sponsor”), HEINEKEN USA Inc., (“Co-sponsor”), Administrator (named at the end of these Official Rules), and their respective parent, subsidiary, and affiliated companies and advertising and promotional agencies, alcoholic beverage suppliers, wholesalers, distributors, and importers, and alcoholic beverage retailers. All federal, state, and local regulations apply.

2. SWEEPSTAKES PERIOD: This Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on September 18, 2017 and ends at 11:59:59 p.m. ET on October 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 including BOTH of the following hashtags: #TastiestTailgate and #avosweepstakes. **Entries that do not use both hashtags are not eligible.** You must make sure your tweets are set to “public” and not “private” and you must follow Sponsor’s Twitter account/handle (AvosfromMexico) through at least December 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. **Entry Limit: one (1) entry 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 tweet using a mobile device on your mobile service provider’s network (as opposed to a Wi-Fi network), your carrier’s standard message and data rates apply.** You should consult your wireless service provider’s pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. Your entry tweet must contain original text created by you and **may not include any content that violates the rights of third parties, such as the names of specific individuals, terms, schools, businesses, etc.** All entries must be submitted by 11:59:59 p.m. ET on October 31, 2017.

4. WINNER SELECTION: The Administrator will select the potential winners from among all eligible entries received in a random drawing to be held on or about November 8, 2017. Odds of winning a prize depend on the number of eligible entries received.

5. PRIZES: One (1) Grand Prize: The Grand Prize includes round-trip coach-class air transportation for winner and one guest to/from airports selected by Sponsor; tickets for winner and guest to attend the college football bowl game scheduled for January 1, 2018 in Pasadena, California; round-trip ground transportation to/from hotel and airport; three (3) nights' accommodations (single room with double occupancy) and \$600 (awarded in the form of a check payable to the winner) (collectively, the "**Grand Prize**"). *(Prize Restrictions: Winner and guest must be able to travel beginning December 30, 2017 and returning on January 2, 2018. Airports, accommodations, ground travel and other Grand Prize components are determined by Sponsor in its sole discretion. Sponsor reserves the right to provide ground transportation in place of air transportation if the winner lives within 150 miles of Pasadena, California. Approximate Retail Value ("ARV") of the Grand Prize: \$5,100.*

One (1) First Prize: The First Prize includes round trip coach-class air transportation for winner and one guest to/from airports selected by Sponsor; tickets for winner and guest to attend the college football bowl game scheduled for December 30, 2017 in Miami Gardens, Florida; round-trip ground transportation to/from hotel & airport; three (3) nights' accommodations (single room with double occupancy); and \$600 (awarded in the form of a check payable to the winner) (collectively, the "**First Prize**"). *(Prize Restrictions: Winner and guest must be able to travel beginning December 28, 2017 and returning December 31, 2017. Airports, accommodations, ground travel and other First Prize components are determined by Sponsor in its sole discretion. Sponsor reserves the right to provide ground transportation in place of air transportation if the winner lives within 150 miles of Miami Gardens, Florida. ARV of First Prize: \$2,570.*

ARV of both prizes: \$7,670.

(Additional Prize Restrictions: Winners' guests must be age 21 or older. All expenses not specifically included in the description above (such as taxes, fees, gratuities, meals, incidentals, and insurance) are the responsibility of the winner. Winners and their travel guests must travel on the itinerary determined by Sponsor. Actual value of the Grand Prize or First Prize may vary depending on travel and other arrangements. Any difference between the Grand Prize or First Prize's approximate retail value and actual value will not be awarded. Each winner and his or her travel guest are subject to and must comply with all applicable venue rules, restrictions and terms; failure to comply may result in forfeiture of any unused portion of the Grand Prize or First Prize. Sponsor is not responsible for postponement or cancellation of either college football bowl game or any issue arising from the operation or management of either venue. Sponsor also is not responsible for any cancellation, delay, diversion, substitution or other act or omission of transportation or accommodation providers. If any part of the Grand Prize or First Prize is canceled or postponed for any reason, Sponsor will award the remainder of the Grand Prize or First Prize and have no further obligation to the Grand/First Prize winner. All other prize details are determined by Sponsor in its sole discretion.) Sponsor reserves the right to substitute any component of a Grand/First Prize with a component 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 utility to winner of the Grand Prize or First Prize. Winner is solely responsible for all taxes, fees and other expenses associated with acceptance and use of a Grand/First Prize. EACH PRIZE IS AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR. **Limit one (1) prize per person**

or household. Sponsor is obligated to award only the prizes stated above. Unclaimed prizes will not be awarded.

Winners will be issued an IRS Form 1099-MISC early in the year following the calendar year in which prize was 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 November 10, 2017. (If a winner is not following Sponsor's Twitter account/handle (AvosfromMexico), then the Twitter Direct Message winner notification may not be deliverable and potential winner will be deemed ineligible.) The Twitter Direct Message will provide prize claim instructions that include the requirement that a selected winner respond to the Twitter Direct Message within two (2) business days of the date the Twitter Direct Message was sent. Each potential winner is required to complete and return an affidavit of eligibility and release ("**Winner Affidavit**"). Each winner's guest will also be required to complete and return a travel release ("**Travel Guest Release**"). Administrator must receive all Winner Affidavits and Travel Guest Releases 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 and Travel Guest Release within the specified time period, if Administrator determines that the selected winner cannot or does not comply with these Official Rules or if a Grand/First Prize or any written or electronic communication is returned as undeliverable, the selected winner automatically forfeits his or her Grand/First Prize and Administrator may (if time and circumstances permit) select an alternate winner in a random drawing from among all remaining eligible entries received.

7. PUBLICITY RIGHTS: By submitting an entry, each entrant agrees to Sponsor's use of his or her name, address, Twitter username/handle, likeness or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law.

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

- YOU AGREE TO THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES;
- Participation in the Sweepstakes and acceptance of prize constitute winner's and guest's (where applicable) permission for Sponsor or its agents to photograph, film, and record winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by winner and guest regarding the Sweepstakes or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. By participating and/or accepting a prize, entrants, winners, and guests acknowledge and agree to release and hold harmless Twitter, Sponsor, Co-sponsor, and their respective advertising, promotional, and fulfillment agencies, and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively, "Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Sweepstakes, or participation in, possession, acceptance, and/or use or misuse of any prize (including without limitation a grand prize) or participation in any Sweepstakes-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays,

diversions, substitutions, or omissions whatsoever by any transportation companies, sporting organization, and/or any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Sweepstakes prize (including without limitation a grand prize) cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Sweepstakes in any way shall be disqualified. There is no purchase required to participate in the Sweepstakes or to win any prize in the Sweepstakes. A purchase does not increase odds of winning.

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."

9. LIMITATIONS OF LIABILITY: The Released Parties are not responsible or liable for: late, garbled, incomplete, 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.

10. GENERAL TERMS: This Sweepstakes is void outside the 48 contiguous 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.

11. 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.

12. PRIVACY: All information submitted by entrant will be treated as provided to and in accordance with Sponsor's privacy policy, available at: <http://www.avocadosfrommexico.com/privacy-policy/>. By participating in the Sweepstakes, entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and agree to the terms of Sponsor's privacy policy.

13. WINNERS LIST: A list of winners' names will be posted at www.avofan.com after winners are confirmed. You also may send a self-addressed stamped envelope with sufficient postage to: Avocados From Mexico 2017 Tastiest Tailgate Sweepstakes Winners List, Attn: Kayla Dehaven, Augustineldeas, 532 Gibson Dr, Ste. 250, Roseville, CA 95678. All mail-in requests for a winners list must be received by November 30, 2017.

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

Co-Sponsor: HEINEKEN USA Inc. dba Cervezas Mexicanas, White Plains, NY 10601.

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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ENJOY **XX** RESPONSIBLY