

## Avocados From Mexico Cinco Giveaway Sweepstakes Official Rules

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. TWITTER ACCOUNT IN GOOD STANDING REQUIRED. VOID WHERE PROHIBITED. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES TO THESE OFFICIAL RULES.**

1. SPONSOR: Avocados from Mexico, 222 Las Colinas Boulevard; Irving, Texas 75038. (“Sponsor”).
2. ADMINISTRATOR: SocialToaster, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318 (“Administrator”).
3. ELIGIBILITY: Avocados From Mexico Cinco Giveaway Sweepstakes (THE “SWEEPSTAKES”) IS OPEN AND OFFERED ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE EIGHTEEN (18) YEARS OF AGE AND OLDER AND WHO HAVE A TWITTER or INSTAGRAM ACCOUNT IN GOOD STANDING. Employees, officers, and directors of Sponsor, Administrator and each of their respective parent entities, subsidiaries and affiliated companies (collectively, “Sweepstakes Entities”), as well as advertising, sweepstakes, or production agencies or partners (and their respective dependents, immediate family members, including children, spouse, parents, siblings and their respective spouses, regardless of where they reside, and individuals residing in their same household, whether or not related) are not eligible to participate or win. Entry into the Sweepstakes does not constitute entry into any other contest or sweepstakes. The Sweepstakes shall be subject to all applicable federal, state, municipal, local laws and regulations and these Official Rules and by entering, all entrants agree that they have read these Official Rules, the Twitter terms and policies, Instagram terms and policies and agree to abide by and to be bound by the terms and conditions of the Official Rules, Twitter terms and policies, Instagram terms and policies and the decisions of Sponsor, which shall be final and binding in all respects. False and/or deceptive entries or acts shall render entrants ineligible.
4. ENTRY PERIOD: The Sweepstakes begins on April 13, 2022 at 12:01:00 AM Eastern Time (“ET”) and ends at 11:59:59 PM ET on May 6, 2022 (the “Sweepstakes Period”) and consists of twenty-two (22) daily entry periods (each a “Daily Entry Period”). The Administrator’s database clock is the official timekeeper for this Sweepstakes.
5. HOW TO ENTER: To enter the Sweepstakes, entrant (“Entrant”) must be a registered member of Twitter with an account in good standing or a registered member of Instagram with an account in good standing. To become a registered member of Twitter or Instagram (registration is free), go to [www.twitter.com](http://www.twitter.com) or [instagram.com](http://instagram.com) and follow the instructions to become a registered member and create an account (“Account”). Once registered for an Account, to enter during the Sweepstakes Period, Entrant may enter in one of two ways:
  - (a) Twitter Method of Entry: Retweet or share any of Sponsor’s tweets at @AvosFromMexico or Retweet any tweet from AFM with #CincOMG and #Cincodemayo and #AvosSweeps or tweet on their own using #CincOMG and #Cincodemayo and #AvosSweeps in Entrant’s post during the Daily Entry Period (the “Hashtag”) to receive one (1) entry into the Sweepstakes (“Entry”). NOTE: Limit one (1) Entry per Twitter Account per Daily Entry Period (regardless of whether one (1) person has more than one (1) Twitter Account/e-mail address or more than one (1) person uses the same Twitter Account/e-mail address) during the Sweepstakes Period.

- (b) Instagram Method of Entry: Use the Avocados from Mexico filter on Instagram and post to their feed or story with #CincOMG and #Cincodemayo and #AvosSweeps to receive one (1) Entry into the Sweepstakes. NOTE: Limit one (1) Entry per Instagram Account per Daily Entry Period (regardless of whether one (1) person has more than one (1) Instagram Account/e-mail address or more than one (1) person uses the same Instagram Account/e-mail address) during the Sweepstakes Period.

Entries must be received by 11:59:59 PM ET on May 6, 2022 to be eligible for the Sweepstakes. Any attempts by an Entrant to submit more than one (1) Entry per day total may result in such Entrant being disqualified. Any attempt by any Entrant to enter by using multiple/different Twitter or Instagram Accounts, identities, registrations and logins, or any other methods will void that Entrant's Entries and that Entrant may be disqualified, at the sole discretion of Sponsor. Use of any automated system to participate is prohibited and may result in disqualification. Sweepstakes Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entries, which may be disqualified. In the event of a dispute regarding who submitted an Entry, the Entry will be deemed submitted by the authorized account holder of the Twitter / Instagram Account from which the Entry was submitted. "Authorized account holder" is defined as the natural person who is assigned the e-mail address used to create the Twitter / Instagram Account associated with an Entry, by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with relevant e-mail address. No automatically generated Entries will be accepted.

6. RANDOM DRAWING AND WINNER NOTIFICATION: There will be one hundred (100) winners in this Sweepstakes (the "Winner(s)"). Administrator will randomly select the potential Winners (the "Potential Winner") from all eligible entries received during the applicable Daily Entry Period drawing no more than seven (7) days after the conclusion of the applicable Daily Entry Period. Potential Winner will receive an initial notification by Administrator or Sponsor via a comment with @reply to their Twitter Entry post, Instagram Entry post, or via DM. Entrant must have his/her Twitter or Instagram Account set to "Public" and not "Private" so that Administrator and/or Sponsor may be able to contact Entrant in the event that Entrant is a Potential Winner. It is each Entrant's responsibility to timely check his/her Twitter / Instagram Account for any comments, @replies, from Sponsor or Administrator and to ensure that Entrant's Twitter Account settings allow Entrant to receive comments and/or replies from Administrator/Sponsor. Potential Winner will be required to be in contact with Administrator and/or Sponsor, after receiving the initial notification within seventy-two (72) hours to begin the Winner verification process. The Potential Winner must meet all eligibility requirements and may be required to provide their Tax Identification number, proof of U.S. residency, sign an affidavit of eligibility, and publicity and liability release, or such other documents as Sponsor deems necessary, in their sole discretion (collectively, the "Prize Claim Documents"), each of which must be completed, signed and returned within five (5) days from date of issuance, or the Prize (defined below in Section 7) may be forfeited and may be awarded to an alternate Winner, time permitting. If any Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and may be awarded to an alternate Winner. By accepting the Prize, Winner represents and warrants they are in compliance with these Official Rules. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: [a] Potential Winner's failure to respond to initial notification within seventy-two (72) hours after its transmission; [b] the failure of

notification due to deactivation of the Potential Winner's Twitter Account prior to receipt of notification; [c] Potential Winner's failure to respond to Sponsor's or Administrator's comment and direction; [d] Potential Winner's Twitter Account "privacy" is set so that the Potential Winner's updates/responses/comments may not be visible by Sponsor; [e] any other noncompliance with these Official Rules. In the event of a Prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited Prize to an alternate Winner. Once a Potential Winner has completed all requirements in these Official Rules and been verified by Sponsor and/or Administrator, they will be declared the Winner. Odds of winning depend on the total number of eligible Entries received during the Sweepstakes Period.

7. PRIZE: One hundred (100) Prize Winners will receive ONE (1) \$50 Amazon gift card, approximate retail value: \$50 ("ARV"). Total ARV of all prizes is \$5,000.00

9. PRIVACY POLICIES AND DATA COLLECTIONS: Information provided by you for this Sweepstakes during the entry process is subject to Sponsor's privacy policy located at <https://avocadosfrommexico.com/privacy-policy/>. By entering this Sweepstakes, each Entrant agrees that the Sponsor and/or Administrator has the right to contact the Entrant via the Twitter Account used to post the Entry in order to administer and fulfill this Sweepstakes. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. Twitter is a registered trademark.

10. CONDITIONS OF PARTICIPATION: By entering this Sweepstakes and/or accepting any Prize you may win, you agree, represent and warrant that: [a] you will be bound by these Official Rules and the Sponsor's decisions, which shall be final in all respects; [b] the Entry will not be acknowledged or returned; [c] you release and hold harmless each of the Sweepstakes Entities, Twitter, Instagram, and any other organization responsible for sponsoring, fulfilling, administering, advertising or promoting this Sweepstakes, and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors, members, employees, agents and subcontractors (collectively, the "Released Parties") from any and all liability for claims, injuries, losses or damages of any kind, including without limitation, death and bodily injury, resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize; participation in the Sweepstakes or any Sweepstakes-related activity, or from any interaction with, or downloading of, computer information; [d] the Released Parties do not make any representation, warranty or guarantee, express or implied, relating to the Sweepstakes or the Prize; [e] Winner's acceptance of a Prize constitutes the grant to Sponsor and assignment of an unconditional right to use Winner's Twitter handle, name, address (city and state only), voice, likeness, photograph, biographical and Prize information, statements about the Sweepstakes and/or live and taped performances of interviews for any programming, publicity, advertising and Sweepstakes purposes without additional compensation, except where prohibited by law; [f] in the event viruses, bugs, unauthorized human intervention, Acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism or other matters beyond the Sponsor's reasonable control, corrupt, prevent or impair the administration, security, fairness or proper play of the Sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right, in its sole discretion, to modify the Official Rules or to cancel, modify, terminate or suspend the Sweepstakes; and in such event, to select potential Winner by such method as Sponsor in its sole discretion shall consider equitable from all eligible Entries received prior to such termination or suspension; [g] the Released Parties are not responsible for failed, partial or garbled computer

transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software and for typographical or other errors in the offer or administration of this Sweepstakes, including but not limited to: human errors, errors in the advertising, these Official Rules, selection and announcement of the Winner and distribution of the Prize; [h] the Released Parties are not responsible for any inability of the Winner to accept or use the Prize (or any portion thereof) for any reason; [i] Sponsor has the right to modify Prize award procedures at its sole discretion; [j] the Released Parties are not responsible for changes to Twitter functions that may interfere with the Sweepstakes or your ability to timely enter; and [k] Released Parties are not responsible for any failure of delivery of potential Winner notification.

11. LIMITATIONS ON LIABILITY: Released Parties are not responsible for illegible, lost, late, damaged, destroyed, inaccurate, delayed, incomplete, postage due, unintelligible, non-delivered, misdirected, stolen Entries; or for incomplete, inaccurate, lost, interrupted or unavailable network, satellite, telephone networks or lines, cellular towers or equipment (including handsets), computer on-line systems, computer equipment, software, viruses or bugs, servers or providers, or other connections, availability or accessibility; or for unauthorized access to, or alteration of Entries; or miscommunications, failed computer, telephone, cellular, satellite, or cable transmissions, lines or other technical failure; or for jumbled, scrambled, delayed, or misdirected transmissions, computer hardware or software malfunctions, failures or difficulties; or for any other errors of any kind, whether human, technical, mechanical, electronic or network, including, without limitation, any errors which may occur in connection with the administration of the Sweepstakes or in any Sweepstakes-related materials; or for the incorrect or inaccurate capture of Entry or other information, or the failure to capture any such information. Persons who tamper with or abuse any aspect of the Sweepstakes or Account used, as solely determined by the Sponsor, will be disqualified (and all associated Entries will be void), and Sponsor reserves the right to terminate such Entrant's eligibility to participate in this or any other Sweepstakes offered by Sponsor. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer, electronic device or mobile device related to or resulting from participating in this Sweepstakes or downloading materials from Twitter. Without limiting the release provided above, and for greater certainty, Released Parties will not be liable for (a) any incomplete or inaccurate information, whether caused by wireless device users or by any equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of Entries; (b) the theft, destruction or unauthorized access to, or alteration of, Entries; (c) any problems with or technical malfunctions of telephone networks or lines, computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (d) any failure of any message to be received by or from Sponsor for any reason including but not limited to traffic congestion on the Internet or wireless waves or at any website or combination thereof; or (e) damage to an Entrant's or other person's system or equipment occasioned by participation in this Sweepstakes.

12. DISPUTES: agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, other than those concerning the administration of the Sweepstakes or the determination of Winner, shall be resolved individually, without resort to any form of class action; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other

damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas.

13. OFFICIAL RULES/WINNER'S LIST: Any legally required winner's list may be obtained by sending a self-addressed, stamped envelope to: Avocados Cinco Sweepstakes, ATTN: Winners List, Avocados from Mexico, 3600 Clipper Mill Rd #240, Baltimore, MD 21211. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram, or Amazon.

Abbreviated for TV Spot and/or other advertising: NO PURCHASE NECESSARY. Ends 05/06/2022 at 11:59:59 PM ET. Open to legal residents of the 50 U.S. & D.C. ages 18+. Limit 1 Entry per Twitter Account. Void wherever prohibited or restricted. For full details including odds of winning visit <https://avocadosfrommexico.com/cincodemayo/> for Official Rules. Sponsor: Avocados from Mexico.

Abbreviated for Twitter: NO PURCH NEC. Open only to 18+/US. Ends 5/6/22. Odds/Rules: <https://avocadosfrommexico.com/cincodemayo/> void where prohibited. Sponsor: Avocados from Mexico