

## **AVOCADOS FROM MEXICO GUAC & BEYOND CHEF CONTEST** **OFFICIAL RULES**

The Avocados from Mexico Guac & Beyond Chef Contest (“Contest”) is sponsored by Avocados From Mexico, Inc. (“Sponsor”), and is administered by Prize Logic, LLC (“Administrator”). Sponsor is a non-profit subsidiary of the Mexican Hass Avocado Importers Association (“MHAIA”), and is located at 222 W. Las Colinas Blvd. #850E, Irving, TX.75039. Administrator is located at 25200 Telegraph Road, Suite 405, Southfield, MI USA 48033.

- 1. CONTEST PERIOD:** The Contest Period shall consist of four phases: The Entry Phase, Judging Phase, Finalist Submission Phase, and Winner Determination Phase. The Contest entry phase (“Entry Phase”) shall start on April 21, 2020 at 12:00:01 PM (noon) Eastern Time (“ET”) and end on May 6, 2020 at 11:59:59 PM ET. The Judging Phase shall begin on May 7, 2020 at 12:00:01 AM ET and end on May 14, 2020 at 11:59:59 PM ET. The Finalist Submission Phase shall begin on May 15, 2020 at 12:00:01 AM ET and ends on May 28, 2020 at 11:59:59 PM ET. The Winner Determination Phase shall begin on May 29, 2020 at 12:00:01 AM ET and end on June 11, 2020 at 11:59:59 PM ET. The Administrator’s computer shall be the official time keeping device for all phases of this Contest.
- 2. ELIGIBILITY:** This Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age or older at the time of entry. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, and companies involved in the implementation and execution of the Contest (collectively “Contest Entities”) and each of their respective 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 each, whether or not related, are not eligible to enter or win. Void where prohibited by law. All applicable federal, state, and local laws and regulations apply.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. Each entrant and/or potential winner may be required to provide proof of identification and eligibility as required by Sponsor or Administrator.

- 3. HOW TO ENTER:** During the Entry Phase, an eligible entrant must visit <https://avocadosfrommexico.com/foodservice/guac-and-beyond-contest/> (“Website”) and enter his/her valid e-mail address and provide all information required on the entry form. Entrant must then follow the on-screen prompts complete a form that includes an optional field to provide an answer on how COVID-19 has negatively affected them and provide four (4) recipes based on the following four (4) concepts: (i) Guacamole, (ii) Avocado Sauce, (iii) Avocado Dressing, (iv) Avocado Smear (each a “Recipe Concept”). Each entrant must submit all four (4) Recipe Concepts, one (1) per each concept to receive a valid entry. The Recipe Concepts and form are collectively referred to as the “Entry”.

**Limit:** There is a limit of one (1) Entry per person during the Entry Phase. An entrant who attempts to enter more than the stated limit may be subject to disqualification from the Contest.

If it is determined, at the Sponsor's sole and absolute discretion that a person has attempted to enter or upload Entries using multiple e-mail addresses or identities, all of that person's Entries may be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive and such prize may be forfeited.

4. **JUDGING PHASE:** During the Judging Phase, eligible Entries will be judged by a panel of qualified judges ("Judges") to determine one hundred (100) finalists (each a "Finalist"). The Judges will score the Entries according to the following weighted criteria ("Judging Criteria"):
  - A. Overall Uniqueness of concept (33.3%)
  - B. Flavor Profiles (33.3%)
  - C. Different ways of using Fresh Avocados From Mexico (33.3%)

The one hundred (100) Entries that receive the highest scores will be the potential Finalists. In the event of any ties, the Entry with the highest score in "Overall Uniqueness" will prevail. In the event there are still any ties, the tied Entries will be judged again and the Entry with the highest overall score will prevail. If any Finalist is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Entry with the next highest score will be named the Finalist. Administrator's, Judge's and Sponsor's decisions shall be final and binding in all matters pertaining to the judging and selection of the Finalists. In no event will there be more than one hundred (100) Finalists.

Finalists will be notified by the Sponsor via e-mail at the e-mail address provided at the time of entry within three (3) days after the Judging Phase ends ("Finalist E-mail"). If a Finalist fails to respond to the Finalist E-mail within twenty-four (24) hours or the Finalist otherwise fails to comply with these Official Rules, his/her Entry will be disqualified and the Entry with the next highest score will be selected as a Finalist.

5. **FINALIST SUBMISSION PHASE:** During the Finalist Submission Phase, the one hundred (100) Finalists will receive a finalist prize of \$200 ("Finalist Prize") as further described in Section 8 below. Finalists may use \$100 to purchase ingredients to develop and create his/her four (4) Recipe Concepts. Finalists must then visit the Website and submit the four (4) Recipe Concepts (created) and four (4) photographs (1 of each Recipe Concept created) ("Finalist Submission").
6. **ENTRY/FINALIST SUBMISSION GUIDELINES AND REQUIREMENTS:** Each Entry and Finalist Submission must comply with the following:

- Must comply with these Official Rules;
- Photographs must be in one of the following formats: .JPEG, .JPG, .GIF, or .PNG;
- Photographs must not exceed 8 MB;
- Each Recipe Concept must feature Fresh Avocados From Mexico;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must not disparage Sponsor, Administrator or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include any personally identifiable information;
- Must be the original work of the entrant and must not contain images or artwork,

- music, quotes, parodies or other materials not created by entrant;
- Must not feature brand names, logos or trademarks other than Sponsor’s trademarks in any other element of the entry or image, which Sponsor has granted, with respect to the Sponsor’s trademarks, entrant a limited license to use for purposes of this Contest;
- Must not have been submitted previously in a promotion or contest of any kind and has not been exhibited or distributed currently or previously in any media;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Cannot be sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or contain nudity or any materially dangerous activity;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - i. gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - ii. the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - iii. the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Photo or Video was created.

Entrant must have approval from any persons appearing in the Entry or Finalist Submission and be able to provide express written consent of every such person appearing in the Entry and/or Finalist Submission to Sponsor and/or Administrator if requested.

**NOTE:** If any Entry/Finalist Submission fails to comply with any of these requirements or any other provisions of these Official Rules, Sponsor and Administrator reserve the right, but is not obligated, to disqualify the entrant.

- 7. WINNER DETERMINATION PHASE:** During the Winner Determination Phase, all eligible Finalist Submissions will be judged by the Judges. The Judges will score each Finalist Submission according to the following weighted judging criteria (collectively, “Finalist Judging Criteria”):
- A.** Naming/Photo (25%)
  - B.** Accurate Recipe – Execution (20%)
  - C.** Unique & Creative Recipe – (30%)
  - D.** Texture & Flavor - (25%)

The Finalist whose Submission receives the highest score will be deemed the potential grand prize winner, the second highest scoring Finalist will be deemed the potential first prize winner, and the third highest scoring Finalist will be deemed the potential second prize winner. In the event of any ties, the tied Finalists Submissions will be reviewed by the Judges and the Finalist Submission with the highest score in "Texture & Flavor" will be named the potential winner.

## 8. PRIZES:

**A. Finalist Prizes (100):** There will be up to one hundred (100) Finalist Prizes. Each Finalist Prize is \$200. The Finalist Prize will be awarded as \$100 upon initial notification and \$100 upon submitting his/her Finalist Submission.

**B. Grand Prize (1):** There will be one (1) grand prize ("Grand Prize"). The Grand Prize is \$5,000.

**C. First Prize (1):** There will be one (1) first prize ("First Prize"). The First Prize is \$2,500.

**D. Second Prize (1):** There will be one (1) second prize ("Second Prize"). The Second Prize is \$1,000.

**E. Prize Conditions:** In no event will more than the stated number of prizes be awarded. 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 by re-judging according to the Judging Criteria in Section 7. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize.

**9. HOW TO CLAIM A PRIZE:** Within twenty-four (24) hours after the end of the Winner Determination Phase, the potential winner will be notified via e-mail and/or telephone using the information disclosed at the time of entry. Before being declared a verified Grand, First, or Second Prize winner, the potential winners must complete, sign, and return a notarized Affidavit of Eligibility/Liability & Publicity Release and a tax acknowledgement ("Affidavit") within three (3) business days from the date it is e-mailed to the potential winner by the Administrator. Failure to provide all required information within the stated time period may result in forfeiture of winner's right to claim the prize, and may result in the prize being awarded to an alternate winner, if time permits. The potential winners may be subject to a background check before the prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. Prizes will be fulfilled via Chase Quick Pay within 4-6 weeks after winner verification. The Contest Entities shall not be held responsible for any delays in awarding the prize for any reason. If a prize is unclaimed, unredeemed or any portion thereof returned as undeliverable, it will be forfeited. Prizes are not transferable. Any portion of a prize not accepted by winner will be forfeited.

THE GRAND, FIRST, AND SECOND PRIZE WINNERS WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE VALUE OF THE PRIZE AND MUST SUBMIT HIS/HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW. ALL FEDERAL,

STATE, AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE ARE SOLELY THE RESPONSIBILITY OF THE WINNER.

**10. LIMITATION OF LIABILITY:** By participating in this Contest, each entrant agrees that the Contest Entities are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, 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/Internet/website/UseNet 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 Contest; (vii) any injury or damage, whether personal or property, to each entrant or to any person's computer related to or resulting from participating in the Contest and/or accepting or using the 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 Contest Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an entrant's privacy or spam filter settings that may divert any winner notification or other Contest related e-mail to a spam or junk folder.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules, including Photo and Video Submission 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 Contest Entities in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Contest Entities 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 Contest, including, but not limited to, any Contest-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Contest; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize; (d) any change in the prizing; (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Contest Entities; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Contest is not capable of running as planned, or the integrity and or feasibility of the Contest is severely undermined by any event beyond the control of Sponsor, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. If Sponsor, in its discretion, elects to alter this Contest as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE PRIZE, 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.

**11. DISPUTES:** THIS CONTEST 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 COUNTY OF OAKLAND, 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 TJAMS 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, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

**12. PRIVACY POLICY:** Sponsor's privacy policy is available at <https://avocadosfrommexico.com/privacy-policy/>.

**13. PUBLICITY RIGHTS:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture 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.

**14. RELEASE:** By participating in the Contest, each entrant releases and agrees to indemnify and hold harmless Contest Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to such entrant's participation in the Contest, creation of an entry, acceptance or usage of the Prize, or arising out of participation in any Contest or Prize related activity, whether hosted by Sponsor or a third party.

**15. MISCELLANEOUS:** Any attempted form of participation in this Contest other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of his/her prize. Sponsor reserves the right to disqualify any

individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST 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.** In the event of a dispute as to the identity of an entrant, the entry will be declared made by the primary account holder of the e-mail account associated with the e-mail account used to enter the Contest. Potential winners may be required to show proof of being the primary account holder. The “primary account holder” is the natural person listed as the primary owner of the e-mail address by an e-mail service provided. Sponsor is not responsible for any change of e-mail address, mailing address and/or telephone number and it is solely the responsibility of the entrant to notify Sponsor in writing if the entrant changes his or her e-mail address, mailing address and/or telephone number during the Contest Period. 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 any prize documents will not affect the validity or enforceability of any other provision. 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 will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and the Contest details contained in any Contest promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

- 16. WINNER LIST:** To obtain a list of the winner, mail a self-addressed, stamped business-sized envelope to Avocados From Mexico Guac & Beyond Chef Contest P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by August 11, 2020.

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