

**AVOCADOS FROM MEXICO GUAC THE TAILGATE 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 Guac the Tailgate 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 October 11, 2021 at 12:00 Noon Eastern Time ("ET") and ends on December 27, 2021 at 11:59:59 PM ET ("Sweepstakes Period"). 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 a participating store location and scan the QR code located on in-store promotional material. A purchase is not required. Upon scanning the QR Code, entrant will be automatically directed to the Sweepstakes website [guacthetailgate.com](http://guacthetailgate.com) ("Website") to complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes. NOTE: Scanning the QR Code will not enter you into the Sweepstakes. You must complete the registration form on the Website.

In addition, An entrant may receive a bonus entry by completing the following:

- i. Sign into his/her Twitter account (or create a Twitter account if he/she does not already have one);
- ii. Become a follower of [@avosfrommexico](https://twitter.com/avosfrommexico) (if not already following [@avosfrommexico](https://twitter.com/avosfrommexico));
- iii. Retweet any tweet from [@avosfrommexico](https://twitter.com/avosfrommexico) or compose a new tweet including [@avosfrommexico](https://twitter.com/avosfrommexico); and
- iv. Include the hashtag "#Guacamoments", "#guacthetailgate", and #Sweepstakes.

By entering the Sweepstakes and using the hashtag “#Guacamoments”, “#guacthetailgate”, and #Sweepstakes, 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](http://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.

**Entry Limit:** Limit of two (2) entries (1 via Twitter and 1 via Website) per person per day during the Sweepstakes Period. If more than the stated number of entries are received from the same person, telephone number and/or e-mail address, only the stated number of entries shall be considered valid. 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 October 11, 2021 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 December 28, 2021 the Administrator will randomly select two (2) potential first prize winners, who will each be awarded a prize if his/her eligibility and compliance with these Official Rules is verified, and eight (8) entrants (each a “Finalist”) for the chance to win a grand prize.

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

**A. Grand Prize (8):** Each grand prize is \$50,000 that winner may use towards an Ultimate Tailgate truck (“Grand Prize”). There will be eight (8) Grand Prizes available. The ARV of each Grand Prize is \$50,000. The odds of being selected as a Finalist depend on the number of eligible Sweepstakes Entries received during the Sweepstakes Period. The odds of each selected Finalist winning a Grand Prize are 1:100.

**B. First Prizes (2):** Each first prize is \$50,000 that winner may use towards an Ultimate Tailgate truck (“First Prize”). There will be two (2) First Prizes available. The ARV of each First Prize is \$50,000. The odds of winning a First Prize depend on the number of eligible Sweepstakes Entries received during the Sweepstakes Period.

**C. Total ARV:** The total ARV of all Prizes is \$500,000.

**D. 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:** The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of registration. The potential Grand Prize (if applicable) 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 within the stated time period may result in forfeiture of a winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner, if time permits. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules or declines to accept a prize, the prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize will not be re-awarded. Upon verification of eligibility, prizes will be mailed within 6-8 weeks to the winner at the address provided either at entry or during winner verification. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Sponsor will issue an IRS Form 1099-MISC for each Grand (if applicable) and First Prize winners. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed; except that Sponsor reserves the right to substitute a prize of equal or greater value in case of unavailability of the prize or force majeure, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, each Entrant agrees that the Sweepstakes Entities 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 Guac the Tailgate Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received no later than February 28, 2022.

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