

## Big Game Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** The Big Game Sweepstakes (the "Promotion") begins at 12:00:01 PM Eastern Time ("ET") on January 10, 2023 and ends at 11:59:59 PM ET on February 12, 2023 (the "Promotion Period"). The Promotion contains a game of chance ("Sweepstakes"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

This Promotion is in no way sponsored, endorsed, or administered by Twitter, Inc. ("Twitter"). All questions, comments or complaints regarding the Promotion should be directed to the Sponsor at the address listed below and not to Twitter.

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States (excluding Puerto Rico) and the District of Columbia, who are 18 (except Alabama and Nebraska 19 and 21 in Mississippi) years of age or older as of date of entry. Employees, officers and directors of Avocados From Mexico, Inc. ("Sponsor"), which is a non-profit subsidiary of the Mexican Hass Avocado Importers Association ("MHAIA"), Realtime Media LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.
- 2. HOW TO ENTER THE PROMOTION:** The Promotion consists of both a sweepstakes and instant win game.

**GRAND PRIZE SWEEPSTAKES (the "Grand Prize Sweepstakes"):** To enter, visit: <http://thegoodnesshotel.com/sweeps> (the "Website") during the Promotion. Enter the Grand Prize Sweepstakes by completely entering your true and correct information on the registration form in the required fields (required fields include: Full Name, City, State, Zip Code, Phone Number, Email Address and Birth Date). Upon registering, you will receive one (1) entry into the Grand Prize Sweepstakes (each a "Grand Prize Sweepstakes Entry"). You may return each day throughout the Promotion and will receive one (1) Grand Prize Sweepstakes Entry for each day you complete the registration form. **Limit of one (1) Grand Prize Sweepstakes Entry per person, per email address, per day throughout the Promotion Period.**

**ADDITIONAL ENTRIES:** Users can earn additional entries as outlined below. These actions will result in additional entries earned into the Grand Prize Sweepstakes and the secondary sweepstakes (the "Secondary Sweepstakes").

*To earn additional Sweepstakes Entries via Twitter, individuals will need a non-private Twitter account ("Twitter Account"). If you don't already have a Twitter Account, visit [www.twitter.com](http://www.twitter.com) to create a Twitter Account; creating a Twitter Account is free. By submitting your information and creating a Twitter Account, you will be required to agree to the Twitter terms of service (<https://twitter.com/tos/>) and privacy policy (<https://twitter.com/privacy>). If you do not agree to Twitter's terms of service and privacy notice, you cannot create a Twitter Account or participate in this portion of the Promotion. NOTE: Sponsor may not receive entries from Twitter users with "protected" updates (i.e., user has set their Twitter Account so that only people the user has approved can view their updates) due to the way Twitter operates its service.*

- **FOLLOW AND SHARE ON TWITTER:** Once logged into your Twitter Account, become a follower of the @avosfrommexico Twitter Account (you must follow until

thirty (30) days after the Promotion Period for winner notification purposes to be eligible to win/claim a prize). You must compose a new tweet or retweet any content from the @avosfrommexico Twitter account including @avosfrommexico and the hashtag #MakeltBetter, hashtag #SBLVII and hashtag #sweepstakes. The tweet or retweet including @avosfrommexico and the hashtag #MakeltBetter, hashtag #SBLVII and hashtag #sweepstakes are your entry and constitute your agreement to these Official Rules. **Limit of one (1) additional Grand Prize Sweepstakes Entry and one (1) secondary sweepstake entry (each a "Secondary Sweepstakes Entry") per person, per tweet throughout the Promotion Period.**

- **SHARE CONTENT ON TWITTER:** Once logged into your Twitter Account, navigate to <https://avocadosfrommexico.com/quacamole/quac-world/goodness-hotel/roof/avocado-tree-game> (the "Instant Win Website") and follow the steps for the Instant Win Game (as defined below). Share content including @avosfrommexico and the hashtag #MakeltBetter, hashtag #SBLVII and hashtag #sweepstakes. The tweet of your content including @avosfrommexico and the hashtag #MakeltBetter, hashtag #SBLVII and hashtag #sweepstakes are your entry and constitute your agreement to these Official Rules. **Limit of one (1) additional Grand Prize Sweepstakes Entry and one (1) Secondary Sweepstake Entry per person, per tweet throughout the Promotion Period.**
- **INSTANT WIN (the "Instant Win Game")** To play, visit the Instant Win Website during the Promotion. You will earn one (1) game play ("Game Play") for the "Avocado Tree Game" instant win game (each, a "Game"). When the Game is completed, you will be notified if you are a potential winner only of the Game (each, a "Winning Game"). All other Game notifications are non-winners. Claim your prize by following the on-screen directions and completely entering your true and correct information on the claim form which may include, among other things, his/her full name, address, email address and related entry information as prompted. To win the Game, you must pick an avocado from the tree to see if there is a prize revealed. All Winning Games are subject to verification before any prize will be awarded. **There is a limit of one (1) Game Play per person, per email address, per day throughout the Promotion Period.**

Game Play and sweepstakes entries that are forged, altered mechanically or reproduced will not be accepted and will be void. Results of Game Play may not be transferred, auctioned (including through Internet auction sites), given away, traded, or obtained through any source other than through the method described in these Official Rules. Any Game Play results will be void if it fails to pass anti-fraud detection measures, or if determined by Sponsor, in its sole discretion, to be unauthorized, illegitimately obtained or if it contains an unauthorized message, code, or other marking not issued by Sponsor for use in the Promotion, or if it is defective, contains other mechanical/electronic errors, is produced in error, illegible, unreadable, or blank or contains a seeding, typographical, mechanical or other errors, or does not contain proper security devices. No entry will be valid if a person's participation is associated with any Game Play deemed void for any reason. No third-party entry or entry through a sweepstakes or other promotional service is permitted. Game Play that has been tampered with or altered is void.

3. **GRAND PRIZE SWEEPSTAKES DRAWING/ODDS:** On or about February 13, 2023, the Administrator will conduct a random drawing from all eligible Grand Prize Sweepstakes Entries received throughout the entire Promotion Period and select one (1) potential Grand Prize Sweepstakes winner. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Odds of winning the Grand Prize depend on the number of eligible Grand Prize Sweepstakes Entries received.
4. **SECONDARY SWEEPSTAKES DRAWING/ODDS:** On or about February 13, 2023, the Administrator will conduct a random drawing from all eligible Secondary Sweepstakes Entries received throughout the entire Promotion Period and select one (1) potential Secondary Prize

Sweepstakes winner. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. Odds of winning the Secondary Sweepstakes Prize depend on the number of eligible Secondary Prize Sweepstakes Entries received.

- 5. INSTANT WIN PRIZE NOTIFICATION/REDEMPTION FORM/ODDS:** There will be up to fifty (50) Winning Game Plays available in this Promotion. On the Game Play page, the Game results will be instantly displayed. Potential winners of the Game will be provided directions for validation and redemption. There will be fifty (50) random, computer-generated winning times during the Promotion Period. If you are the first entrant to play the Promotion at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated. Receiving a prize is contingent upon compliance with these Official Rules. As part of the winner notification process, a potential prize winner will need to follow the on-screen directions and may also receive an email notification requiring the potential winner to submit a prize redemption form ("Redemption Form") as a condition of receiving a prize. If any potential prize winner fails or refuses to sign and return such Redemption Form within the time period required by Administrator or if the Redemption Form is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified. A potential prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Promotion Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

Game Play that is forged, altered mechanically, or reproduced will not be accepted and will be void. All Games must be obtained legitimately as detailed in these Official Rules. Game Plays may not be transferred, sold, bartered, auctioned (including through Internet auction sites), given away, traded, or obtained through any source other than through the method described in these Official Rules. Any Game Play will be void if it fails to pass anti-fraud detection measures, or if determined by Sponsor, in its sole discretion, to be unauthorized, illegitimately obtained or if it contains an unauthorized message, code, or other marking not issued by Sponsor for use in the Promotion, or if it is defective, contains other mechanical/electronic errors, is produced in error, illegible, unreadable, or blank or contains a seeding, typographical, mechanical or other errors, or does not contain proper security devices. No prize claim will be valid if a person's participation is associated with any Game Play deemed void for any reason. Sponsor's sole liability and responsibility for any irregular Game Play shall be limited to replacement of another Game (while supplies last). Games that have been tampered with or altered are void. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION. To the extent that the Game or Game Play mistakenly awards more prizes than contemplated by Sponsor in connection with this Promotion, Sponsor may void all Game Play and cancel the Promotion, in its sole and absolute discretion. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

Odds of winning depend on the number of eligible Promotion Entries received and the date and time when a particular Promotion participant plays the Game.

- 6. WINNER NOTIFICATION:** The potential Sweepstakes prize winners will be notified by email and/or phone within three (3) business days of winner selection or as soon as reasonably practicable. Potential winners will have five (5) days to respond to winning notification before forfeiting their prize. Any winner of a prize package valued at \$600 or more will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to Administrator within five (5) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official

Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

**7. PRIZES/PRIZE RESTRICTIONS:** A total of fifty-two (52) Promotion Prizes will be awarded during the Promotion as detailed below.

- **GRAND PRIZE (1):** One (1) Grand Prize will be awarded during the Promotion consisting of one (1) \$100,000 check

**The Approximate Retail Value (“ARV”) of the Grand Prize is \$100,000.00**

- **SECONDARY PRIZES (1):** One (1) Secondary Prizes will be awarded during the Promotion consisting of:
  - One (1) autographed inflatable football

**The ARV of each Secondary Prize is \$345.95**

- **INSTANT WIN PRIZES (50):** Fifty (50) Instant Win Prizes will be awarded during the Promotion consisting of:
  - One (1) Avocados From Mexico branded t-shirt

**The ARV of each Instant Win Prize is \$100.00**

**The total ARV of all prizes is \$105,345.95**

**PRIZE RESTRICTIONS: Limit of one (1) Promotion Prize per person/per household.** All Promotion prizes will be fulfilled approximately four (4) to six (6) weeks after the Promotion has ended. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

PRIZES ARE AWARDED “AS IS” WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE PROMOTION PARTIES. ALL PRIZE DETAILS ARE AT SPONSOR’S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS’ SOLE RESPONSIBILITY.

**8. GENERAL:** Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion (“Advertising”), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient’s name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Twitter or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no

event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

- 9. CONDUCT:** By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
- 10. LIMITATIONS OF LIABILITY:** The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the Web Site or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.
- 11. RELEASES:** All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify Twitter and the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

- 12. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, 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 or provisions (whether of the State of Texas or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of Texas. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Texas. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 13. PRIVACY:** Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be re-used, sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from the Sponsor, or a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://avocadosfrommexico.com/privacy-policy/>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 14. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.
- 15. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed, stamped envelope for receipt by February 28, 2023 to: Big Game Sweepstakes Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

**SPONSOR:** Avocados From Mexico Inc., 222 W. Las Colinas Blvd., Suite 850E, Irving, TX 75039; <https://avocadosfrommexico.com/>; <https://avocadosfrommexico.com/privacy-policy/>

**ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>

## **Big Game Sweepstakes - Abbreviated Rules**

### **Website Footer**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the 50 United States (D.C.), 18 years of age and older. Void where prohibited. Sweepstakes begins 1/10/23 and ends 2/12/23. For Official Rules, prize descriptions and odds disclosure, [click here](#). Sponsor: Avocados From Mexico, Inc., 222 W. Las Colinas Blvd. #850E, Irving, TX 75039.

### **Email Footer/Print**

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to legal residents of the 50 United States (D.C.) 18 years of age and older. Void where prohibited. Sweepstakes begins 1/10/23 and ends 2/12/23. For Official Rules, prize descriptions and odds disclosure, visit <https://www.thegoodnesshotel.com/sweeps>. Sponsor: Avocados From Mexico, Inc., 222 W. Las Colinas Blvd. #850E, Irving, TX 75039.

### **TV and Radio**

NO PURCHASE NECESSARY TO ENTER OR WIN. Void where prohibited. Open only to permanent legal residents of the 50 United States or D.C., 18 years of age or older. Sweepstakes begins 1/10/23 at 12:00 PM ET and ends 2/12/23 at 11:59 PM ET. Prize restrictions apply. To enter and for the Official

Rules and prize details, visit <https://www.thegoodnesshotel.com/sweeps>. Sponsor: Avocados From Mexico, Inc., Irving, TX.

**Online Ads – Banner**

NO PURCHASE NECESSARY. Ends 2/12/23. To enter and for Official Rules, visit <https://www.thegoodnesshotel.com/sweeps>.

**Online Ads – Not a Banner**

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.), 18 years of age and older. Ends 2/12/23. To enter and for Official Rules, including odds, and prize descriptions, visit <https://www.thegoodnesshotel.com/sweeps>. Void where prohibited.