

**Official Rules for the
Chiquita Yellow Banana Campaign
("Official Rules")**

The Chiquita Yellow Banana Campaign ("Campaign") is in no way sponsored, endorsed or administered by, or associated with Instagram, Facebook, Spotify or any of their affiliates, employees, owners or subsidiaries. Any questions concerning this Promotion should be directed to the Sponsor and not to Instagram, Facebook, or Spotify.

No purchase is necessary to enter or win.

A purchase does not increase the chances of winning.

1. **Eligibility:** This Campaign is an online promotion open only to those individuals who: (a) enter the Campaign in accordance with the Official Rules outlined herein; (b) are legal residents of the United States, (excluding Canada, Puerto Rico, and all other U.S. territories and possessions and overseas military installations); (c) are 18 years of age or older as of the date of entry and (d) adhere to the Official Rules. Void where prohibited by law. Employees, officers, and directors of Chiquita Brands L.L.C., and its affiliates, subsidiaries, and advertising and promotional agencies (collectively, the "**Employees**"), are not eligible to participate in the Campaign. [Void in Canada, Puerto Rico and all other U.S. territories and possessions and overseas military installations, and where prohibited or otherwise restricted by law, rule or regulation.] The Campaign is subject to all applicable federal, state, and local laws and regulations.
2. **Agreement to Official Rules:** By participating in this Campaign, You agree to be fully and unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Chiquita Brands L.L.C. ("**Chiquita**") as final and binding as it relates to this Campaign.
3. **How to Enter:** Internet connection is required to participate. Entries are unlimited, and You must comply with all Official Rules in order to be eligible to win a prize. Any entries considered fraudulent, duplicate, inaccurate, or incomplete, or which do not adhere to the Official Rules, may be disqualified at the sole discretion of Chiquita. Entries will only be accepted on the site www.chiquita.com/yellowbanana.

An official entry consists of and requires that, during the Campaign Entry Period that You:

- (a) access the following website dedicated to the Campaign (the "Promotion Website"): www.chiquita.com/yellowbanana;
- (b) read and accept these Official Rules;
- (c) fill in the registration form with the information requested (first name, last name, email address, and country);
- (d) insert the following passcode on the form: YELLOW BANANA; and click on SUBMIT.

The Campaign will be advertised through the following channels (through which the Promotion Website and/or the audio announcement dedicated to the Campaign -the "Chiquita Podcast"- can be reached):

- (a) the Chiquita website www.chiquita.com;
- (b) Chiquita's Facebook and Instagram social profiles, through banners and online advertising;

(c) the special Chiquita sticker called "Golden Banana", which will be affixed to some bananas at the participating stores. When accessing to the Promotion through this channel, You shall follow the following steps:

- (i) Frame the sticker with your smartphone via the Spotify application following this procedure:
 - Download the Spotify App on your smartphone;
 - open the Spotify App, click on the "SEARCH" button and then on the "CAMERA" icon;
 - scan the Spotify Code present on the Golden Banana sticker;
 - listen to the Chiquita Podcast to receive the site URL and passcode.
- (ii) Access the Promotion Website, enter the required information, including passcode, and click on SUBMIT.

Any entries containing language or material that Chiquita in its sole discretion, deems crude, violent, inflammatory or otherwise inappropriate will be discarded and eliminated from contention.

4. **Campaign Period:** Entries will be accepted online starting at 3 p.m. ET/ 9 a.m. CET on April 27th, 2020, and ending 11 p.m. ET/5 p.m. CET on June 15th 2020 ("**Campaign Entry Period**"). All online entries must be received during the Campaign Entry Period in order to be eligible for consideration.
5. **Prizes:** In total, 24 Winners will be selected after the Campaign Entry Period ends based on a random selection process from qualified entries. The first four (4) winners will each receive one (1) Spotify Premium subscription for twelve months (estimated value USD 120); the remaining twenty (20) winners will each receive one (1) Chiquita Wireless Speaker (estimated value USD 33). The estimated retail value of each of the prizes is approximately the one mentioned above; however, the actual estimated retail value may differ at time of prize award. Shipping costs will be covered solely by Chiquita upon receipt of Winners' shipping addresses. Chiquita, its subsidiaries and affiliates, and each of their respective owners, officers, directors, employees, contractors, representatives, shareholders, successors, assigns, licensees, clients, agents, and agencies (collectively, "**Chiquita Entities**"), shall not be liable for any mistake made by the Winners or shipping fulfillment providers in delivering the prize. The specifics of the prize shall be solely determined by Chiquita. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winners will be selected at random from among qualified entries under the supervision, and within the sole discretion of Chiquita, within 5 days from the end of the Campaign Entry Period. Winners will be notified by email within ten (10) days following selection of Winners. Unless there are unforeseen delays in the delivery linked to the current COVID-19 emergency, the Prizes will be sent to Winners within 90 days from the end of the Campaign Entry Period. Winners are permitted to win multiple prizes in this Campaign. Upon

sending a notification to the Winner in the manner set forth herein, the Chiquita Entities shall have no liability whatsoever for Winners' failure to receive notices for any reason whatsoever, including without limitation, whether due to spam, junk e-mail or other security settings, computer malfunctions, electronic glitches, and/or for Winners' provision of incorrect or otherwise non-functioning contact information. If a Winner cannot be contacted, is ineligible, fails to provide his/her contact information and shipping information, and/or fails to claim the prize within 5 days from the time award notification was sent, the prize may be forfeited and an alternate Winner may be randomly selected by Chiquita. In the event that the prize is forfeited and an alternate Winner is selected, at the moment that the alternate Winner is selected, the previously selected Winner loses any and all rights to the prize that he/she may have previously had. Receipt by Winners of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by a Winner (at Chiquita's sole discretion) will result in Winner's disqualification as a Winner of the campaign, and all privileges as a Winner will be immediately terminated.

1. **Rights Granted by You:** By entering this Campaign, You understand and agree that the Chiquita Entities shall have the right, where permitted by law, to review, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, any information contained in or associated in any way with Your entry, including without limitation, Your name, account name, contact information, portrait, artwork, picture, voice, likeness, image, statements about the Campaign, biographical information, and any information (collectively, "**Released Materials**") for news, publicity, information, trade, advertising, public relations, and/or promotional purposes without any further consideration, compensation, notice, review, or consent. Furthermore, by entering this Campaign, You represent and warrant that Your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If Your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of Chiquita. If the content of Your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You agree to and shall, at Your sole expense, defend or settle against such claims, and You further agree to and shall indemnify, defend, release, and hold harmless the Chiquita Entities from and against any suit, proceeding, claims, liability, loss, litigation, damage, costs or expense, arising out of such infringement or suspected infringement of any third party's right. By participating in this Campaign, You hereby grant to the Chiquita Entities full rights to use, share, distribute, publish, sell and reproduce the Released Materials, and in so doing, You understand that this release is irrevocable and You hereby agree to fully and forever release any and all rights that You may have thereto and any and all interests that You may have therein. You understand that this release extends to any and all of each of the foregoing, whether now known or hereafter devised: (1) languages (regardless of whether it is in the originally recorded language or translated to a different language); (2) markets (regardless of whether domestic or international); (3) formats; (4) forms of media, including but not limited to: television, internet, print and radio; and (5) purposes (regardless of whether commercial or non-commercial and whether used singularly or in conjunction with other materials). You hereby waive the right to inspect or approve the finished product wherein the Released Material(s) appear, regardless of whether the use is in whole or in part. You also release all claims of every kind against any and all individual(s) and organization(s) utilizing the Released Material (regardless of whether the use is in whole or in part) that are related to their use thereof. Furthermore,

You waive any right to royalties or any other compensation arising from or related in any way to any use of the Released Material.

8. **Terms & Conditions:** Chiquita reserves the right, in its sole discretion, to amend, cancel, terminate, modify or suspend the Campaign should any virus, bug, non-authorized human intervention, fraud, or other cause beyond Chiquita's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Chiquita may select the Winners from all eligible entries received prior to and/or after (as if deemed appropriate by Chiquita in its sole discretion appropriate) the action taken by Chiquita. Chiquita reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website, or otherwise violates these Official Rules in any way. Chiquita has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: receiving multiple entries from the same person in excess of that allowed by the Official Rules, and the use of bots, macros, scripts, or other technical means for entering. Any attempt by You to deliberately damage any website or undermine the legitimate operation or integrity of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Chiquita reserves the right to seek damages to the fullest extent permitted by law.
9. **Limitation of Liability:** By entering, You agree to release and hold harmless the Chiquita Entities from any liability, illness, injury, death, loss, litigation, claim, and/or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) Your participation in the Campaign and/or Your acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries; and (vi) for any matter whatsoever as a result of Your participation in this Campaign. The Chiquita Entities make no claims, promises, or guarantees about the condition or usage of any Campaign prizes, and expressly disclaims any liability related to the possession and/or usage of any such products and/or services. The information provided by Chiquita in reference to products and Campaign prizes is on an "as is" or "as available" basis, and no warranty of any kind, implied, expressed, or statutory, including but not limited to the warranties of title, merchantability, or fitness for a particular purpose, is given by any of the Chiquita Entities with respect to any Campaign prizes. No advice or information given by any of the Chiquita Entities shall create any warranty or serve to alter these Official Rules in any way. In no event shall any of the Chiquita Entities be liable for any damages whatsoever arising out of the possession and/or usage of any Campaign prizes. If You do not agree with any part of these Official Rules, do not enter the Campaign.
10. By Instagram, Facebook and/or Spotify registration for the participation, You have also agreed to the collecting and processing of Your personal data by Instagram, Facebook and/or Spotify according to Your personal Instagram settings and in accordance with Instagram, Facebook and/or Spotify Terms of Use and Privacy Policy. For the avoidance of doubt, Sponsor is not responsible for any processing of data collected by Instagram, Facebook and/or Spotify. Section 11 applies only in respect of personal data collected and processed by the Sponsor.

11. The persons responsible for the processing of the personal data are Chiquita Brands L.L.C. (Controller), 1855 Griffin Rd., Suite C-436 Dania Beach, FL 33004 USA, and Chiquita Brands International Sàrl (Joint Controller), with its principal place of business at La Tuilière 16, 1163 Etoy, Switzerland. Your personal data will be collected, processed and stored exclusively for the purposes of the Campaign. After the promotion has ended, all personal data will be deleted and not stored any further. A transfer of the personal data to third parties is excluded, unless this is done for the execution of the Campaign or for the shipping of the prizes. For questions relating to data protection, please contact: privacy@chiquita.com. By participating, You agree and give consent for the collection, processing and storing of Your personal data in the terms above mentioned.
12. **Disputes:** The governing law for the purposes of matters related to this Campaign is the State of Florida and the laws of the United States (as applicable), without regard to conflict of law doctrines. The courts located in Broward County, Florida, shall have exclusive jurisdiction over any and all disputes. All parties irrevocably waive their right to trial by jury. Should any of these conditions be or become invalid, the validity of the remaining terms and conditions shall remain unaffected. As a condition of participating in this Campaign, You agree that: (a) any and all disputes arising out of or connected with this Campaign which cannot be resolved between You and Chiquita, shall be resolved individually without resort to any form of class action; (b) in no event shall any of the Chiquita Entities be liable to You, or any other person or entity, for any incidental, special, consequential, indirect, exemplary, or punitive damages arising out of or in connection with this Campaign, including any costs and attorneys' fees associated therewith; and (c) You waive all rights to have damages multiplied or increased.
13. **Severability:** You agree that all of the Official Rules are reasonable, valid and enforceable. However, if a court of competent jurisdiction deems any provision(s) of these Official Rules to be invalid or unenforceable for any reason, in whole or in part, such provision(s) shall be revised only to the limited extent necessary to become legal, valid and enforceable and all other provisions of these Official Rules shall remain valid and enforceable to the maximum extent permitted by law.
14. **Sponsor:** The Sponsor of the Campaign is Chiquita Brands L.L.C., 1855 Griffin Rd., Suite C-436 Dania Beach, FL 33004 USA.

By submitting an entry to the described Campaign set forth herein, You, the participant, have affirmatively reviewed, accepted, and agreed to all of these Official Rules set forth herein.