

**Official Rules for the Chiquita Masterpiece Personality Quiz
("Official Rules")**

1. **Eligibility:** This Chiquita Masterpiece Personality Quiz ("**Quiz**") is open only to those individuals who: (a) participate in the Quiz in accordance with the Official Rules outlined herein; (b) are 18 years of age or older as of the date of participation in the Quiz; (c) are legal residents of the United States (excluding Puerto Rico and all other U.S. territories and possessions and overseas military installations); and (d) adhere to the Official Rules. Void where prohibited by law. This Quiz is subject to all applicable federal, state, and local laws and regulations.
2. **Agreement to Official Rules:** By participating in this Quiz, You agree to be fully and unconditionally bound by these Official Rules, and You represent and warrant that You meet the eligibility requirements.
3. **How to Participate:** Internet connection is required to participate. Participation is unlimited. Any form of participation that is considered fraudulent, duplicate, inaccurate, or incomplete, or which do not adhere to the Official Rules, may be voided and cancelled at the sole discretion of Chiquita. To participate, during the Quiz Period, You will be required to: (a) Connect to the following site: www.chiquita.com/masterpiece-quiz; (b) read and accept these Official Rules; and (c) answer the 6 (six) questions that will be presented to you by selecting one answer from the list of available answers; (d) fill in the contact form with Your First Name, Last Name, Email address, and Country of residence, and (e) discover the results of the Quiz. Any entries containing language or material that Chiquita in its sole discretion, deems crude, violent, inflammatory, or otherwise inappropriate will be voided and cancelled.
4. **Quiz Period:** Entries will be accepted online starting at: 3 p.m. ET/ 9 a.m. CET on December 4th, 2020 and ending 6 p.m. ET/12 p.m. CET on January 29th, 2021 ("**Quiz Participation Period**"). All online entries must be received during the Quiz Participation Period in order to be eligible for participation.
5. **Prizes/Winners/Results:** This Quiz is not a contest, giveaway, sweepstakes, or any other similar type of promotion, and there are no prizes or winners in this Quiz. This is simply a personality quiz that individuals may choose to participate in for their own enjoyment and entertainment, which You agree serves as sufficient consideration. The results of this Quiz shall not be relied upon in any way by any participant of this Quiz.
6. **Rights Granted by You:** By participating in this Quiz, You understand and agree that Chiquita (as defined below), its current and former affiliates, and each of their respective owners, officers, directors, employees, partners, principals, representatives, shareholders, beneficiaries, agents, administrators, contractors, customers, insurers, underwriters, attorneys, trustees, executors, heirs, successors, assigns (collectively, "**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 participation in the Quiz, including without limitation, Your name, contact information, answers, and any other information provided and/or received in accordance with this Quiz (collectively, "**Released Materials**") for news, publicity, information, trade,

advertising, public relations, and/or promotional purposes without any further consideration, compensation, notice, review, or consent. By participating in this Quiz, 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.

If You have also accepted to receive the Newsletter (in which case the corresponding policy will apply), Your personal data will be collected, processed, and stored exclusively for the purposes of the Quiz and shall be stored for 2 (two) months and then deleted. You agree that Chiquita's Privacy Policy will apply, which can be found at: <https://www.chiquita.com/privacy-policy/>. The entity responsible for processing Your personal data is Chiquita Brands International Sarl. For questions relating to data protection, please contact: privacy@chiquita.com. By participating in the Quiz and/or receiving the Newsletter, You agree and give Your consent for the collection, processing and storing of Your personal data in accordance with the terms set forth herein.

7. **Terms & Conditions:** Chiquita reserves the right, in its sole discretion, to amend, cancel, terminate, modify or suspend the Quiz should any virus, bug, non-authorized human intervention, fraud, or other cause beyond Chiquita's control corrupt or affect the administration, security, and/or proper conduct of the Quiz. Chiquita has the right, in its sole discretion, to prohibit and/or ban any individual from the Quiz for any reason, including, but not limited to tampering or attempting to tamper with the Quiz and/or the website of the Quiz, or otherwise violating these Official Rules in any way. Any attempt by You to deliberately damage any website or undermine the legitimate operation of the Quiz 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.
8. **Limitation of Liability:** By participating, 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 Quiz; (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 participation process and/or the Quiz; (v) electronic or human error in the administration of the Quiz or the processing of entries; and (vi)

any matter whatsoever arising from or relating to Your participation in this Quiz, including but not limited to the results thereof. The Chiquita Entities make no claims, promises, or guarantees about the Quiz and/or the results thereof, and expressly disclaim any liability related thereto. No warranty of any kind, implied, expressed, or statutory, is given by any of the Chiquita Entities with respect to the Quiz and/or the results thereof. In no event shall any of the Chiquita Entities be liable for any damages whatsoever arising out of the Quiz and/or the results thereof. If You do not agree with any part of these Official Rules, do not participate in the Quiz.

9. **Disputes:** The governing law for the purposes of matters related to this Quiz 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. As a condition of participating in this Quiz, You agree that: (a) any and all disputes arising out of or connected with this Quiz 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 Quiz, including any costs and attorneys' fees associated therewith; and (c) You waive all rights to have damages multiplied or increased.
10. **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.
11. **Sponsor:** The Sponsor of the Quiz is Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland ("**Chiquita**"). By participating in any way in the Quiz, You, the participant, have affirmatively reviewed, accepted, and agreed to all of these Official Rules set forth herein.