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“OFFICIAL RULES “that apply to legal residents of the **UNITED STATES** (excluding Canada, Puerto Rico, and all other U.S. territories and possessions and overseas military installations)

Official Rules for Chiquita’s O’clock Campaign (“Official Rules”)

No purchase is necessary to enter or win.
A purchase does not increase the chances of winning.

The **Chiquita’s O’clock Campaign** (“Campaign”) is in no way sponsored, endorsed or administered by, or associated with Conair LLC, its Cuisinart division or any of their affiliates, employees, owners, divisions or subsidiaries. Any questions concerning this promotion should be directed to the Sponsors and not to Cuisinart.

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), and (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 International Sarl and/or Chiquita Brands L.L.C. (collectively referred to as “**Sponsors**”), and its affiliates, subsidiaries, and advertising and promotional agencies (collectively, the “**Employees**”), and Conair LLC and its affiliates, employees, owners, divisions or subsidiaries 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 the Sponsors as final and binding as it relates to this Campaign.
3. **How to Enter:** Entries are limited, 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 the Sponsors. Entries will only be accepted on the following platform: (a) www.chiquita.com/oclockpromo; (b) once registered, during the Campaign Entry Period, You will need to: (i) read and accept these Official Rules and Chiquita’s Privacy Policy (ii) play the game (once logged in) and complete the puzzle. You will have 300 seconds (5 minutes) to complete the puzzle. Your performance during the game (e.g. faster or slower, etc.) doesn’t increase or reduce Your winning probability in the prize draw. Only the completion of the game is required. If You fail to complete the puzzle, You can try again up to a maximum of 5 attempts per day. If You

complete the puzzle correctly and get to the final “Thank you” page, You will be included in the prize draw. Any entries containing language or material that any of the Sponsors 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 03:01 a.m. ET on May 8th, 2023 and ending 11:59 a.m. ET on June 30, 2023 (“**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, fifty (50) Winners will be selected after the Campaign Entry Period ends based on a random drawing process from qualified entries. The 50 Winners will each receive 1 (one) of the following items, at the sole discretion of the Sponsors:
 - a. 1 (one) Cuisinart® Velocity Ultra Blender with an estimated retail value of USD \$99.95;
 - b. 1 (one) Cuisinart® 4-Slice Metal Classic Toaster with an estimated retail value of USD \$69.95;
 - c. 1 (one) Cuisinart® 4-slice Belgian Waffle Maker with Pancake Plates with an estimated retail value of USD \$99.95.

All Prizes are offered subject to availability. The Sponsors reserve the right to substitute the Prizes for alternative Prizes of equal or greater value.

6. Within 30 days from the end of the Campaign Entry Period, The Winners will be selected from the entries submitted on the acceptable platform mentioned above. The estimated retail values of the Prizes are mentioned above; however, the actual estimated retail value may differ at time of prize award. Shipping costs will be covered solely by the Sponsors upon receipt of Winners’ shipping addresses. The Sponsors, their subsidiaries and affiliates, and each of their respective owners, officers, directors, employees, contractors, representatives, shareholders, successors, assigns, licensees, clients, agents, and agencies (collectively, “**Entities**”), shall not be liable for any mistake made by Winners or shipping fulfilment providers in delivery of a prize. The specifics of a prize shall be solely determined by the Sponsors. 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.
7. **Odds:** You have 1 (one) chance to win if You have followed the steps correctly and have successfully completed the puzzle. You can successfully enter the Campaign only once. Additional successful entries won’t be considered for the draw. Winners can win only one time in this Campaign. Participants that already won a prize will be disqualified in case they are chosen in new draws related to this Campaign. Submissions must be made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Participant should register only 1 (one) unique account. Multiple accounts of the same Participant won’t be accepted. A maximum of 5 (five)

registrations/entries from the same IP address will be permitted during the Campaign Entry Period.

8. **Winner Selection and Notification:** Winners will be selected at random from among qualified entries under the supervision of one of the Sponsors. Winners will be notified by e-mail within five (5) business days following selection of Winners. Unless unforeseen delays in the delivery, the Prizes will be sent to Winners within 60 days from the end of the Campaign Entry Period. Winners are not permitted to win multiple prizes in this Campaign. Upon sending a notification to the Winner in the manner set forth herein, the Sponsors 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 the Sponsors. 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 the Sponsors' sole discretion) will result in Winner's disqualification as a Winner of the campaign, and all privileges as a Winner will be immediately terminated.
9. **Rights Granted by You:** By entering this Campaign, You understand and agree that Chiquita 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, contact information, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information 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 the Sponsors. 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 Sponsors and related 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.
10. **Terms & Conditions:** The Sponsors reserve 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 the Sponsors' control corrupt or affect the

administration, security, fairness, or proper conduct of the Campaign. In such case, the Sponsors may select the Winners from all eligible entries received prior to and/or after (as if deemed appropriate by the Sponsors in their sole discretion) the action taken by the Sponsors. The Sponsors reserve 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. The Sponsors have the right, in their 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, the Sponsors reserve the right to seek damages to the fullest extent permitted by law.

11. **Limitation of Liability:** By entering, You agree to release and hold harmless the Sponsors and related 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 electrical, 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 Campaign or the processing of entries; and (vi) for any matter whatsoever as a result of Your participation in this Campaign. The Sponsors make no claims, promises, or guarantees about the condition or usage of any Campaign prizes, and expressly disclaim any liability related to the possession and/or usage of any such products and/or services. The information provided by the Sponsors 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 Sponsors with respect to any Campaign prizes. No advice or information given by any of the Sponsors shall create any warranty or serve to alter these Official Rules in any way. In no event shall any of the Sponsors 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.
12. The entities responsible for the processing of the personal data are Chiquita Brands LLC, with its principal office at 1855 Griffin Rd. Suite C-436 Ft. Lauderdale, FL 33004 and Chiquita Brands International Sàrl, 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, unless you have accepted to receive Chiquita’s newsletter. 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: privacyUS@chiquita.com By participating, You agree and give consent for the collection, processing and storing of Your personal data in the terms above mentioned.

13. **Disputes:** 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. 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 the Sponsors, shall be resolved individually without resort to any form of class action; (b) in no event shall any of the Sponsors and/or related 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.
14. **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.
15. **Sponsors:** The Sponsors of the Campaign are Chiquita Brands L.L.C., 1855 Griffin Rd., Suite C-436 Dania Beach, FL 33004 USA and Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland. By submitting an entry to this Campaign, You, the participant, have affirmatively reviewed, accepted, and agreed to these Official Rules set forth herein.

REGOLAMENTO APPLICABILE a Utenti internet maggiorenni e residenti/domiciliati in **ITALIA** e nella **Repubblica di SAN MARINO**

REGOLAMENTO INTEGRALE
Art. 11 D.P.R. 26/10/2001 n. 430

CONCORSO A PREMI DENOMINATO:
"It's Chiquita o'clock"

Società Promotrice:	Chiquita Europe B.V. Sede Secondaria Italiana Via Caterina Troiani, 75 00144 Roma CF e P.IVA: 13597481004
Soggetto Delegato:	LIVING BRANDS S.r.l. Via Edmondo de Amicis, 19 20123 Milano (MI) CF e P.IVA: 08434200963
Area di svolgimento:	Territorio della Repubblica Italiana e della Repubblica di San Marino
Prodotto promosso:	Promozione di immagine del marchio Chiquita. Non è richiesto alcun acquisto per partecipare al concorso.
Target partecipanti:	Utenti internet maggiorenni e residenti/domiciliati in Italia e nella Repubblica di San Marino.
Durata:	Dal 01/05/2023 al 30/06/2023 . Estrazione finale entro il 10/07/2023 .

1. MECCANICA

Nel periodo compreso tra il **01/05/2023** e il **30/06/2023**, tutti gli utenti internet che accederanno alla landing page <https://www.chiquita.it/oclockpage> potranno partecipare al presente concorso a premi che mette in palio ad estrazione finale:

- n. 60 Frullatori Ariete vintage
- n. 50 Toaster Ariete vintage
- n. 60 Crepiera Ariete

Il concorso verrà promosso attraverso i seguenti canali, tramite i quali potrà essere raggiunta la landing page dedicata al concorso:

- Tramite il sito web di Chiquita www.chiquita.it.
- Comunicazione tramite materiali punto vendita.
- Tramite campagna digitale sui profili social Facebook e Instagram di Chiquita, tramite banner e pubblicità online.

2. MODALITÀ DI PARTECIPAZIONE

I partecipanti indipendentemente dal canale di accesso utilizzato, una volta atterrati sul sito web <https://www.chiquita.it/oclockpage>, dovranno cliccare sul bottone "Partecipa al concorso" e seguire la seguente procedura:

1. **Pagina di benvenuto** tramite la quale gli utenti saranno invitati a registrarsi e a partecipare al gioco del concorso denominato "It's Chiquita o'clock"

2. **Pagina di registrazione dati**

L'utente dovrà compilare il form di registrazione con i propri dati:

- Nome
- Cognome
- Indirizzo di residenza/domicilio
- Paese
- Indirizzo email
- Dovrà accettare il regolamento (apponendo l'apposito flag obbligatorio)
- Dovrà dichiarare di aver preso visione dell'informativa privacy presente sul sito (apponendo l'apposito flag obbligatorio)
- L'utente potrà inoltre iscriversi alla newsletter rilasciando gli appositi consensi (apponendo l'apposito flag facoltativo)

3. **Gioco "It's Chiquita o'clock"**

Terminata la registrazione, comparirà la schermata di gioco, ossia un puzzle da completare. L'utente avrà a disposizione 180 secondi per ultimare il puzzle.

Se fallisce, potrà riprovare di nuovo (massimo 5 tentativi al giorno).

Se completa il puzzle, comparirà la schermata di "successo".

Solo gli utenti che avranno completato il puzzle nelle modalità previste potranno partecipare all'estrazione finale.

4. **Pagina di ringraziamento**

Al termine della partecipazione, nel caso il concorrente abbia completato il puzzle visualizzerà una pagina di ringraziamento e conferma della partecipazione, che lo rimanderà all'estrazione finale. Nell'eventualità in cui non abbia ultimato il puzzle, verrà invitato a riprovare nei tempi e nei modi previsti.

Note sulla partecipazione:

- Sarà consentito un massimo di 5 accessi al giorno dallo stesso IP/browser, per un massimo di 5 tentativi complessivi al giorno, dopodiché l'accesso dal medesimo IP/browser sarà bloccato.
- Sarà possibile effettuare una sola registrazione per ciascun indirizzo e-mail.
- Indirizzi e-mail temporanei non saranno accettati
- Il completamento del puzzle servirà solo ai fini dell'accesso da parte del partecipante all'estrazione finale. Il tempo impiegato e/o i tentativi utilizzati per ultimare il puzzle non influiranno in alcun modo sull'estrazione finale.
- Gli utenti che avranno completato il puzzle verranno inseriti nel database per l'estrazione finale sempre e solo una volta, indipendentemente dai tentativi effettuati nel corso dell'iniziativa.
- A seguito dell'ultimazione del puzzle e relativo inserimento nel file per l'estrazione finale, all'utente non sarà più consentito effettuare ulteriori partecipazioni.

Per quanto sopraindicato si specifica che:

- Il concorso non è in alcun modo sponsorizzato, promosso, amministrato o associato a Facebook, Instagram, tantomeno ad alcuno dei loro soci, impiegati, proprietari o società sussidiarie. Qualsiasi domanda relativa al presente concorso dovrà essere indirizzata alla società promotrice e non a Facebook o Instagram.
- La partecipazione è gratuita, resta a carico del partecipante la normale spesa di connessione che dipende dalla configurazione del dispositivo utilizzato e dal contratto di collegamento sottoscritto dall'utente con il gestore di rete;
- Alla medesima persona fisica (riscontrabile da copia del documento di identità e/o da altri dati rilasciati in fase di convalida della vincita) non potrà essere riconosciuto più di un premio anche qualora avesse vinto con indirizzi mail o numeri di telefono o dati differenti. La vincita potrà essere confermata solo dopo gli opportuni controlli sulla documentazione inviata e lo stesso potrà convalidare, e quindi vincere, unicamente il primo premio vinto in ordine temporale. Le restanti vincite saranno automaticamente annullate e riassegnate alle riserve.
- **Il server sul quale è installato il sistema di registrazione dei dati dei partecipanti è ubicato in Italia tramite mirroring (verrà rilasciata apposita dichiarazione dal programmatore).**
- A fine manifestazione verrà fornito al Funzionario Camerale oppure al Notaio a tutela della fede pubblica l'elenco di tutti i concorrenti in regola con le norme di partecipazione al fine di procedere all'estrazione dei premi in palio.

3. ESTRAZIONE FINALE

A fine manifestazione, tra tutti coloro che avranno partecipato correttamente verranno estratti complessivamente n. 170 vincitori + n. 45 riserve che si aggiudicheranno i seguenti premi in ordine di estrazione:

Ordine di estrazione	Premio cad. vincitore	Riserve
Dal 1° al 60° estratto	n. 1 Frullatore Ariete vintage	15
Dal 61° al 110° estratto	n. 1 Toaster Ariete vintage	15
Dal 111° al 170° estratto	n. 1 Crepiera Ariete	15

Ogni nominativo potrà vincere un solo premio.

L'estrazione verrà effettuata, in maniera del tutto casuale, entro il **10/07/2023** alla presenza di un **Notaio oppure Funzionario Camerale**, responsabile della tutela della fede pubblica ai sensi di quanto previsto dall'articolo 9 comma 1 del D.P.R. 430/2001.

Le riserve saranno utilizzate in ordine di estrazione nel caso in cui il/i vincitore/i non accetti/convalidi la vincita (per modo, tempo, contenuto della documentazione di convalida e/o per non conformità dei dati rilasciati) o sia/siano irreperibili.

4. AVVISO E CONVALIDA VINCITA

I vincitori saranno avvisati entro 15 giorni dall'estrazione finale ricevendo comunicazione ufficiale di vincita via e-mail al recapito fornito in fase di registrazione e dovranno convalidare la vincita come di seguito indicato.

Tutti i VINCITORI e le eventuali RISERVE che saranno contattate, per ricevere il premio dovranno convalidare la vincita **entro 7 giorni dalla data della comunicazione di vincita ricevuta via e-mail, inviando al seguente indirizzo mail concorsochiquita@livingbrands.it e indicando nell'oggetto "Concorso It's Chiquita o'clock"** accettazione formale del premio e allegando la seguente documentazione:

- Copia fronte/retro del proprio documento d'identità in corso di validità (in formato jpg, pdf o png – Max 5 MG);
- L'indicazione dei propri dati personali (nome, cognome, recapito telefonico, **indirizzo completo di abitazione al quale dovrà essere spedito il premio**);
- Conferma indirizzo e-mail per comunicazioni riguardanti il premio

Importante: Il ricevimento della documentazione completa su indicata è condizione necessaria per la convalida della vincita. In assenza, la vincita non potrà essere confermata. La Società si riserva inoltre di effettuare le necessarie verifiche per accertare la regolarità della partecipazione nonché la correttezza dei dati indicati dal partecipante.

Nel caso in cui i dati inviati non siano conformi a quanto previsto dal presente regolamento, con particolare riferimento alla rispondenza dei dati personali inviati con quelli registrati dal sistema computerizzato in sede di partecipazione o rilasciati alla segreteria del concorso, la partecipazione sarà ritenuta in violazione delle condizioni di partecipazione previste dal presente Regolamento, la vincita non sarà convalidata ed il premio verrà quindi riassegnato alla prima riserva utile.

Le riserve verranno contattate sempre via e-mail in ordine di estrazione e solo nel momento in cui se ne renderà necessario l'utilizzo e dovranno a loro volta convalidare la vincita con le stesse modalità precedente indicate.

5. PREMI E LORO VALORE PRESUNTO DI MERCATO:

n.	Premio	Valore indicativo unitario Iva esclusa	Valore indicativo totale Iva esclusa	Valore indicativo unitario Iva inclusa	Valore indicativo totale Iva inclusa
60	Frullatore Ariete vintage	65,57 €	3.934,20 €	80,00 €	4.800,00 €
50	Toaster Ariete vintage	40,98 €	2.049,00 €	50,00 €	2.500,00 €
60	Crepiera Ariete	36,89 €	2.213,40 €	45,00 €	2.700,00 €
170			8.196,60 €		10.000,00 €

Totale montepremi complessivo previsto Euro 8.196,60 (ottomilacentonovantasei/60) Iva esclusa, pari a 10.000,00 (diecimila/00) Iva inclusa.

6. SI PRECISA INOLTRE CHE:

- In ottemperanza a quanto previsto dall'art. 1 comma 3 del D.P.R. n. 430, 26 ottobre 2001, i premi saranno consegnati all'indirizzo di residenza/domicilio indicato in fase di convalida dai vincitori entro 180 giorni (6 mesi) dalla fine del concorso (10/07/2023, data dell'estrazione finale previa convalida).
- **I premi in palio non potranno in nessun modo essere convertiti in gettoni d'oro o in denaro.**
- Nel caso in cui i premi non fossero più disponibili per motivi indipendenti dalla volontà della Promotrice, gli stessi saranno sostituiti con premi di analogo valore o con simili caratteristiche.
- La Promotrice non si assume nessuna responsabilità per qualsiasi problema di accesso, impedimento disfunzione o difficoltà riguardante gli strumenti tecnici, il computer, la linea telefonica, la trasmissione e la

connessione, il collegamento Internet che possa impedire ad un concorrente di partecipare al concorso, e per la documentazione richiesta per confermare la vincita non pervenuta per eventuali disguidi di connessione o cause di diversa natura.

- La Promotrice non è altresì responsabile del mancato recapito di comunicazioni effettuate ai partecipanti e/o della mancata ricezione dei premi dovuti all'indicazione da parte degli stessi di dati errati, incompleti e/o non aggiornati. Si invitano pertanto i partecipanti a controllare i dati forniti in fase di convalida.
- Il vincitore è l'unico responsabile della gestione della propria casella di posta elettronica, con particolare riferimento:
 - alla presa visione della eventuale email di vincita;
 - alla presa visione di eventuali comunicazioni inerenti il premio vinto;
 - all'adozione delle misure di sicurezza che impediscano ad altri soggetti dallo stesso non autorizzati di accedere alla propria casella.
- La Società Promotrice e le terze parti incaricate dalla stessa non si assumono alcuna responsabilità in caso di mancato o tardivo recapito di qualsiasi comunicazione inerente il concorso, nel caso in cui, a titolo esemplificativo e non limitativo, si verifichi una delle seguenti condizioni:
 - La mailbox di un vincitore risulti piena o disabilitata;
 - L'e-mail indicata dal partecipante in fase di registrazione risulti inesistente, errata o incompleta;
 - Non vi sia risposta dall'host computer dopo l'invio dell'e-mail di notifica della vincita;
 - L'e-mail indicata in fase di registrazione sia inserita in una blacklist;
 - L'e-mail inviata finisca nello spam/posta indesiderata;
 - Dati personali errati e/o non veritieri.
- La Società Promotrice s'impegna a versare l'IRPEF nei termini di legge, in ragione del 25% calcolato sul valore normale dei premi al netto dell'IVA. Dichiara di rendere l'IVA indetraibile e nel caso non fosse possibile effettuare il versamento dell'Imposta Sostitutiva del 20%.
- **Cauzione:** è stata prestata a favore del Ministero delle Imprese e del Made in Italy una Cauzione pari al 100% dell'ammontare dei premi posti in palio di cui all'art. 7 del D.P.R. 430/2001.
- **Esclusione dei partecipanti:** sono esclusi dalla partecipazione al presente concorso a premi:
 - Soggetti residenti al di fuori del territorio nazionale e della Repubblica di San Marino;
 - Minorenni;
 - I dipendenti o collaboratori della Società Promotrice e di tutte le società coinvolte per lo svolgimento del concorso;
- Gli utenti che, secondo il giudizio insindacabile della Società Promotrice, risultano vincitori con mezzi e strumenti giudicati fraudolenti o in violazione del normale svolgimento dell'iniziativa, non potranno godere del premio vinto in tal modo. La Promotrice o terze parti dalla stessa incaricate, si riservano il diritto di procedere, nei termini giudicati più opportuni e nel rispetto delle leggi vigenti, per limitare ed inibire ogni iniziativa volta ad aggirare il sistema ideato.
- La partecipazione alla manifestazione a premi comporta per il partecipante, l'accettazione incondizionata e totale delle regole e delle clausole contenute nel presente regolamento senza limitazione alcuna.

- I premi, se non assegnati, per qualsiasi motivo, saranno devoluti alla ONLUS VIDAS - Codice Fiscale 97019350152 - Sede Legale: CORSO ITALIA, 17 – 20122 MILANO, come prevede l'art. 10 comma 5 del D.P.R. n. 430, 26 ottobre 2001.
- **Regolamento integrale e le condizioni di partecipazione** del concorso saranno disponibili sul sito internet <https://www.chiquita.it/oclockpage>
- **Pubblicità:** Sarà comunicato il contenuto della promozione utilizzando i seguenti mezzi: sito web, materiale di comunicazione a punto vendita, pagine Facebook e Instagram, banner digitali. Il messaggio pubblicitario sarà conforme a quanto dichiarato nel presente regolamento. La società comunque si riserva di utilizzare ogni altro mezzo di comunicazione che appaia idoneo a portare a conoscenza il contenuto della manifestazione a premio ai destinatari della stessa.
- La Società promotrice non intende esercitare il diritto di rivalsa della ritenuta alla fonte del 25% prevista dall'art. 30 del D.P.R. n.600 del 29/9/73.
- Per qualsiasi informazione o chiarimento in merito all'attività, il consumatore potrà scrivere al servizio consumatori dedicato attraverso l'indirizzo di posta elettronica **infoIT@chiquita.com**
- **Trattamento dei dati personali:**
 La raccolta dei dati dei partecipanti avverrà in ottemperanza alla Normativa Privacy. Copia integrale dell'informativa sul trattamento dei dati personali sarà resa disponibile sul sito del concorso.
 I dati personali che ci fornisce registrandosi a questo concorso a premi sono trattati dal promotore dell'iniziativa, **Chiquita Europe B.V. Sede Secondaria Italiana**, in qualità di Titolare del trattamento, prevalentemente con strumenti informatici e, secondo quanto descritto nel regolamento, per espletare le attività connesse alla Sua partecipazione al concorso a premi, incluse le attività di verifica dei requisiti di partecipazione, l'estrazione, la gestione e consegna del premio, l'adempimento degli obblighi di legge correlati all'iniziativa. In caso di adesione all'iniziativa, il conferimento dei dati contrassegnati come obbligatori è essenziale per poter partecipare all'iniziativa.
 I dati saranno trattati principalmente dal personale di Chiquita Europe B.V. Sede Secondaria Italiana e dal personale di Chiquita Brands International Sarl preposto alla gestione del concorso e dal personale dell'Agenzia. Living Brands srl, con sede legale in Via De Amicis, n.19, Milano che gestisce l'iniziativa, per conto della Società Promotrice, come responsabile del trattamento.
 Il concorso a premi è soggetto a controlli di conformità del procedimento e pertanto i dati saranno resi disponibili al funzionario camerale o al Notaio e, in caso di verifica e di contestazioni, alle autorità amministrative e giudiziarie competenti.
 I dati saranno conservati in Italia per il tempo necessario ad assolvere gli obblighi di legge e consentire le eventuali verifiche da parte delle autorità.
 Se desidera esercitare i diritti previsti dalla normativa vigente, ivi incluso il diritto di avere conferma dell'esistenza o meno dei Suoi dati e di conoscere il contenuto e l'origine, verificarne l'esattezza o chiederne l'integrazione o l'aggiornamento, oppure la rettificazione, la cancellazione, la trasformazione in forma anonima o il blocco dei dati trattati in violazione di legge, nonché di chiedere la limitazione del trattamento in caso di contestazione e per il tempo necessario per le verifiche, oppure ricevere, in un formato strutturato, di uso comune e leggibile da dispositivo automatico, i Suoi dati e consentirne la portabilità ad altro titolare, se applicabile, può scrivere all'indirizzo chiquitaeuropebybranch@legalmail.it

OFFIZIELLE TEILNAHMEBEDINGUNGEN, die für in **DEUTSCHLAND** ansässige Personen gelten

OFFIZIELLE TEILNAHMEBEDINGUNGEN:

1. Das Gewinnspiel ist offen für in Deutschland und Österreich ansässige Personen, ausgenommen Mitarbeiter und deren Familien von Chiquita Brands International Sàrl („der Promoter“), Chiquita Europe B.V., deren Vertreter oder andere Personen, die beruflich mit der Verwaltung der Werbeaktion in Verbindung stehen.
2. Alle Teilnehmer müssen 18 Jahre oder älter sein. Durch die Teilnahme bestätigen Teilnehmer, dass sie über 18 Jahre alt sind.
3. Das Gewinnspiel beginnt am 01.05.2023 (08:59am) und endet am 30.06.2023 (05:59pm) (der „Gewinnspielzeitraum“). Einsendungen nach diesem Zeitraum können bei der Verlosung nicht berücksichtigt werden.
4. Durch die Teilnahme akzeptiert und stimmt jeder Teilnehmer diesen Allgemeinen Geschäftsbedingungen vorbehaltlos zu und garantiert, dass sein/ihr Beitrag alle in diesen Allgemeinen Geschäftsbedingungen und den Entscheidungen des Veranstalters festgelegten Anforderungen erfüllt.
5. Für die Teilnahme ist kein Kauf erforderlich. Die Teilnahme ist kostenlos.
6. Ein Internetzugang ist Voraussetzung für die Teilnahme am Gewinnspiel.
7. Um teilzunehmen muss der Teilnehmer folgende Schritte beachten:
 - Rufen Sie folgende Webseite auf: www.chiquita.de/oclockpromo;
 - Lesen und akzeptieren Sie diese Allgemeinen Geschäftsbedingungen und die Datenschutzrichtlinie;
 - Füllen Sie das Online-Formular mit den angeforderten Informationen aus (Vorname, Nachname, vollständige Postanschrift, Land, E-Mail);
 - Auf „Teilnehmen“ klicken;
 - Spielen Sie das Spiel (einmal eingeloggt) und vervollständigen Sie das Puzzle. Die Teilnehmer haben 300 Sekunden Zeit, um das Puzzle zu lösen. Die Leistung des Teilnehmers während des Spiels (z. B. schneller oder langsamer usw.) erhöht oder verringert die Gewinnwahrscheinlichkeit bei der Verlosung nicht. Lediglich der Abschluss des Spiels ist erforderlich. Wenn der Teilnehmer das Rätsel nicht lösen kann, kann er es bis zu maximal 5 Versuchen pro Tag erneut versuchen. Wenn der Teilnehmer das Rätsel richtig vervollständigt und zur letzten „Danke“-Seite gelangt, nimmt der Teilnehmer an der Verlosung teil.
8. Innerhalb von 30 Tagen nach Ende der Aktionslaufzeit werden einhundertundsiebzig (170) Gewinner nach dem Zufallsprinzip aus den qualifizierten Einsendungen ausgewählt, die diese Anweisungen korrekt befolgt haben. Jeder Teilnehmer kann einmal erfolgreich teilnehmen und nur einen Preis gewinnen. Weitere erfolgreiche Einsendungen werden bei der Verlosung nicht berücksichtigt.
9. Alle Einträge müssen direkt von der Person vorgenommen werden, die an der Aktion teilnimmt. Online-Einträge, die mit Methoden wie Makros, einem Skript oder der Verwendung automatisierter Geräte oder Prozesse oder dem Versuch, einen Code mehrmals einzugeben, vorgenommen werden, sind nicht zulässig. Alle derartigen Einträge und Einreichungen werden disqualifiziert.
10. Einreichungen müssen vom autorisierten Kontoinhaber der bei der Anmeldung angegebenen E-Mail-Adresse erfolgen. „Berechtigter Kontoinhaber“ ist definiert als die natürliche Person, die eine E-Mail-Adresse von einem Internetzugangsanbieter, Onlinedienstanbieter, Inhaber einer Internetdomäne oder einer anderen Person oder Organisation (z. B. Unternehmen, Bildungseinrichtung usw.) der für die Zuweisung von E-Mail-Adressen für die mit der übermittelten E-Mail-Adresse verknüpfte Domäne zuständig ist. Jeder Teilnehmer sollte nur 1 (ein) eindeutiges Konto registrieren. Mehrere Konten desselben Teilnehmers werden nicht akzeptiert. Während der Aktionslaufzeit sind maximal 5 (fünf) Registrierungen/Einträge von derselben IP-Adresse zulässig.
11. Preise: Insgesamt gibt es hundertundsiebzig (170) Preise die aus folgenden Artikeln und Mengen bestehen:
 - (i) 50 (fünfzig) Toaster mit einem geschätzten Wert von je € 39;
 - (ii) 60 (sechzig) Mixer mit einem geschätzten Wert von je € 29;

(iii) 60 (sechzig) Crepe Makers mit einem geschätzten Wert von je € 20;

Der genannte Schätzwert ist ein ungefährender Wert und kann zum Zeitpunkt der Gewinnvergabe abweichen. Jeder Gewinner erhält nach alleinigem Ermessen des Veranstalters einen (1) Artikel aus der obigen Liste.

12. Die Teilnehmer haften nicht für Steuern im Zusammenhang mit den Preisen, die sie für die Teilnahme an dieser Aktion erhalten haben.
13. Keine Bargeld- oder andere Preisalternative verfügbar, ganz oder teilweise.
14. Alle Preise werden je nach Verfügbarkeit angeboten. Der Veranstalter behält sich das Recht vor, die Preise durch alternative Preise von gleichem oder höherem Wert zu ersetzen.
15. Die Gewinner werden per E-Mail benachrichtigt. Sofern es nicht zu unvorhergesehenen Verzögerungen bei der Lieferung im Zusammenhang mit dem aktuellen COVID-19-Notfall kommt, erhalten die Gewinner ihren Preis innerhalb von 90 Tagen nach Ende der Aktionslaufzeit. Für die Zwecke dieser Allgemeinen Geschäftsbedingungen gilt der Teilnehmer als Empfänger der Anfrage oder Benachrichtigung des Promoters, (a) wenn der Promoter die Anfrage per Post verschickt, fünf Werktage, nachdem die Anfrage vom Promoter gesendet wurde, oder (b) für den Fall, dass der Veranstalter die Anfrage per E-Mail sendet, an dem Tag, an dem die E-Mail vom Veranstalter gesendet wurde. Der Veranstalter haftet nicht für Gewinnerbenachrichtigungen, die verloren gehen, abgefangen oder vom potenziellen Gewinner nicht erhalten werden irgendein Grund. Wenn ein potenzieller Preisgewinner trotz angemessener Bemühungen nicht innerhalb von fünf (5) Tagen nach dem ersten Benachrichtigungsversuch antwortet oder wenn ein Preis oder eine Preisbenachrichtigung als nicht beansprucht oder unzustellbar an diesen potenziellen Preisgewinner zurückgesandt wird, kann dieser potenzielle Preisgewinner verfallen der anwendbare Preis und ein alternativer Preisträger können ausgewählt werden. Wenn sich herausstellt, dass ein potenzieller Preisgewinner nicht teilnahmeberechtigt ist oder wenn er oder sie diese Allgemeinen Geschäftsbedingungen nicht eingehalten hat oder den anwendbaren Preis aus irgendeinem Grund vor der Vergabe ablehnt, kann dieser potenzielle Preisgewinner disqualifiziert und ein alternativer Gewinner ausgewählt werden .
16. Der Veranstalter behält sich das Recht vor, nach billigem Ermessen jeden Teilnehmer zu disqualifizieren, dessen Verhalten gegen den Geist dieser Allgemeinen Geschäftsbedingungen oder die Absicht der Werbeaktion verstößt, und einige oder alle Beiträge aufgrund dieses Verhaltens für ungültig zu erklären.
17. Der Veranstalter ist nicht verantwortlich für falsche oder ungenaue Zugangsinformationen, die von Internetnutzern oder von Geräten oder Programmen verursacht werden, die mit der Werbeaktion verbunden sind oder in der Werbung verwendet werden, oder von technischen oder menschlichen Fehlern, die bei der Verarbeitung oder Übertragung der Einträge. Der Veranstalter übernimmt keine Verantwortung oder Haftung für Fehler, Auslassungen, Unterbrechungen, Löschungen, Diebstahl oder Zerstörung oder den unbefugten Zugriff auf oder die Änderung von Einträgen.
18. Haftungsbeschränkung: Die Teilnehmer erklären sich damit einverstanden, dass der Veranstalter gegenüber Teilnehmern oder Dritten nicht für Sach- und/oder Rechtsmängel der Preise und/oder für Schäden, die sich aus Preisen oder der Aktion ergeben oder damit verbunden sind, haftet. Durch die Teilnahme erkennen die Teilnehmer an, dass der Veranstalter im Falle des Erhalts eines Preises nicht für Verletzungen oder Schäden verantwortlich ist, die bei der Verwendung des Preises entstehen. Die Haftung des Veranstalters ist beschränkt auf Schäden, die von ihm selbst oder einem seiner Erfüllungsgehilfen vorsätzlich oder grob fahrlässig oder durch die Verletzung von Kardinalpflichten verursacht wurden. Dies gilt nicht für Schäden aus der Verletzung des Lebens, des Körpers und/oder der Gesundheit.
19. Alle Informationen auf dieser Website sind Bestandteil der Allgemeinen Geschäftsbedingungen.
20. Der Veranstalter behält sich das Recht vor, die angegebenen Informationen der Teilnehmer gegebenenfalls zu überprüfen.
21. Die Entscheidung des Veranstalters ist endgültig. Es wird keine Korrespondenz geführt.
22. Die von den Teilnehmern in das Formular eingegebenen personenbezogenen Daten werden kontrolliert und verarbeitet von Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Schweiz
(Verantwortlicher und Chiquita Europe B.V. Deutsche Niederlassung, Neue Gröningerstraße Str. 13, 20457

Hamburg, Deutschland (Gemeinsamer Verantwortlicher) Sofern der Teilnehmer keine Einwilligung für andere Verwendungen (gemäß den geltenden Vorschriften) erteilt hat, werden die personenbezogenen Daten des Teilnehmers, die vom Veranstalter im Zusammenhang mit der Werbeaktion erhoben werden, ausschließlich für die Gewinnerauswahl verarbeitet und gespeichert, Gewinnzustellung und zu Zwecken der Aktion. Eine Weitergabe der personenbezogenen Daten an Dritte ist ausgeschlossen, es sei denn, dies erfolgt zum Zwecke der Gewinnzustellung und/oder Durchführung der Aktion. Bei Fragen zum Datenschutz wenden Sie sich bitte an : privacyDE@chiquita.com .

23. Durch die Teilnahme erklären sich die Teilnehmer damit einverstanden, dass ihre persönlichen Daten auf die Server der Veranstalterin übertragen und dort gespeichert werden.
24. Diese Teilnahmebedingungen unterliegen ausschließlich dem Recht des Landes, in dem der Teilnehmer seinen Wohnsitz hat. Sollten einzelne dieser Bedingungen ungültig sein oder werden, bleibt die Gültigkeit der übrigen Teilnahmebedingungen hiervon unberührt.
25. Eine Druckversion der Teilnahmebedingungen kann schriftlich bei dem Veranstalter angefordert werden (einem solchen Schreiben ist ein adressierter und frankierter Rückumschlag beizufügen).
26. Der Veranstalter behält sich das Recht vor, die Werbeaktion oder diese offiziellen Regeln ohne vorherige Ankündigung zu ändern, abzubrechen, zu beenden, zu ändern oder auszusetzen.

Veranstalter: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

Co-Veranstalter : Chiquita Europe BV, Deutsche Niederlassung, Neue Gröningerstraße 13, 20457 Hamburg, Deutschland

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VOORWAARDEN VAN TOEPASSING op inwoners van **NEDERLAND**

FULL TERMS & CONDITIONS:

1. Promotion open to residents of The Netherlands, excluding employees and their families of Chiquita Brands International Sàrl (“the Promoter”), Chiquita Europe B.V., their agents or anyone else professionally connected with the administration of the promotion.
2. All Participants must be aged 18 or over. By entering the Promotion, Participants confirm that they are over 18 years of age.
3. By submitting an entry, each Participant unconditionally accepts and agrees to these Terms and Conditions and warrants that his/her entry complies with all requirements set out in these Terms and Conditions and the decisions of the Promoter.
4. Promotion starts on May 1st, 2023 at 08:59 a.m. CET and ends on June 30th, 2023 at 05:59 p.m. CET (the “Promotion Term”). After this date no further entries to the Promotion will be permitted.
5. No purchase is necessary to enter. Participation is free of charge.
6. Access to the internet is required to participate.
7. To participate in the Promotion, during the Promotion Term Participants shall:
 - Access the following website: www.chiquita.com/oclockpromo.
 - read and accept these Terms and Conditions and the Privacy Policy;
 - fill in the online form (“Form”) with the information requested (first name, last name, full postal address, country, email);
 - click on “Submit”;
 - play the game (once logged in) and complete the puzzle. Participants shall have 300 seconds to complete the puzzle. The Participant’s performance during the game (e.g. faster or slower, etc.) doesn’t increase or reduce the winning probability in the prize draw. Only the completion of the game is required. If the Participant fails to complete the puzzle, he/she can try again up to maximum 5 attempts per day. If the Participant completes the puzzle correctly and gets to the final “Thank you” page, the Participant will be included in the prize draw.
8. Within 30 days from the end of the Promotion Term, 170 winners will be selected at random from among the qualified entries that have followed these instructions correctly. Each Participant can successfully Participate once and may win one prize only. Additional successful entries won’t be considered for the draw.
9. All entries must be made directly by the person entering the Promotion. Entries made online by such methods as macros, a script, or the use of automated devices or processes or any attempt to enter a code more than once are not allowed, and all such entries and Submissions will be disqualified.
10. Submissions must be made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Participant should register only 1 (one) unique account. Multiple accounts of the same Participant won’t be accepted. A maximum of 5 (five) registrations/entries from the same IP address will be permitted during the Promotion Term.
11. Prizes: There will be a total of 170 prizes that will consist in:
 - (i) 50 Broodroosters with an estimated value of € 28.90 per unit;

- (ii) 60 Blenders with an estimated value of € 38.90 per unit;
- (iii) 60 Crepe makers with an estimated value of € 19.90 per unit;

The mentioned estimated value is approximate and may differ at the time of prize award.

Each winner will receive one (1) item/unit from the list above, at the sole discretion of the Promoter.

12. Participants will not be liable for any taxes related to the prizes received for participating in this promotion.
13. No cash or other prize alternative available, in whole or in part.
14. All prizes are offered subject to availability. The Promoter reserves the right to substitute the prizes for alternative prizes of equal or greater value.
15. Winners will be informed by e-mail. Unless unforeseen delays in the delivery linked to the current COVID-19 emergency, winners will receive their prize within 90 days from the end of the Promotion Term. For the purposes of these Terms and Conditions, the Participant will be deemed to be in receipt of Promoter's request or notification, (a) in the event that Promoter sends the request by postal mail, five business days after the request was sent by Promoter, or (b) in the event that Promoter sends the request by e-mail, on the day that the email was sent by Promoter. Promoter shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected.
16. The Promoter reserves the right, in its reasonable discretion, to disqualify any Participant whose conduct is contrary to the spirit of these Terms and Conditions or the intention of the Promotion, and to declare as void any or all entries based on such conduct.
17. Promoter shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing or transmission of the entries. The Promoter assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.
18. Limitation of liability: Participants agree that the Promoter has no liability to participants or any third parties for material and/or legal deficiencies in the prizes and/or for any damages arising from any prizes or the promotion or linked with them. By participating, participants acknowledge that, in case of receiving a prize, Promoter shall not be responsible for any injury or damage incurred in the use of it. Liability of the Promoter is limited to damages caused by itself or one of the vicarious agents, intentionally or grossly negligent or caused by the violation of cardinal obligations. This does not apply to damage caused by injury to life, body and / or health.
19. All information on this website forms part of the Terms and Conditions. All Participants agree to be bound by these terms and conditions.
20. The Promoter reserves the right to verify any Participants' declared information, if any.
21. The Promoter's decision is final. No correspondence will be entered into.
22. The Promoter has no liability to Participants or any third parties for any damages arising from any Prizes or the promotion or linked with them. By participating, Participants acknowledge that, in case of receiving a prize, the Promoter shall not be responsible for any injury or damage incurred in the use of it.

23. The personal data included by the Participants in the Form, shall be controlled and processed by Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland (Controller) and Chiquita Europe B.V., Franklinweg 35, 4207 HX Gorinchem, The Netherlands (Joint Controller). Unless the Participant has provided its consent for other uses (in accordance with applicable regulations), any Participant's personal data that is collected by the Promoter in connection with the Promotion, will be processed and stored exclusively for the winner selection, prizes delivery and for the purposes of the promotion. A transfer of the personal data to third parties is excluded, unless this is done for the delivery of the prizes and/or execution of the promotion. For questions relating to data protection, please contact: privacyNL@chiquita.com
24. By participating, Participants agree and give their consent for the collection, processing and storing of their personal data in the terms above mentioned.
25. These Terms & Conditions are governed by the laws of The Netherlands. Should any of these conditions be or become invalid, the validity of the remaining terms and conditions shall remain unaffected.
26. A print version of the terms and conditions of participation can be requested in writing from the Promoter (an addressed and stamped return envelope must be attached to such a letter).
27. The Promoter reserves the right to amend, cancel, terminate, modify, or suspend the Promotion or these Terms and Conditions without prior notice.

Promoter: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

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ΟΡΟΙ & ΠΡΟΫΠΟΘΕΣΕΙΣ για τους **ΕΛΛΗΝΕΣ** κατοίκους

ΟΡΟΙ & ΠΡΟΫΠΟΘΕΣΕΙΣ:

1. Η παρούσα Ενέργεια είναι διαθέσιμη σε κατοίκους Ελλάδας, εξαιρουμένων των εργαζομένων, καθώς και των συγγενικών τους προσώπων, της Chiquita Europe BV Ελληνικό Υποκατάστημα («Διοργανώτρια»), των αντιπροσώπων τους ή οποιουδήποτε άλλου προσώπου που συνδέεται επαγγελματικά με τη διαχείριση της Ενέργειας.
2. Όλοι οι Συμμετέχοντες πρέπει να είναι ηλικίας 18 ετών και άνω. Με τη συμμετοχή τους στην Ενέργεια, οι Συμμετέχοντες επιβεβαιώνουν ότι είναι άνω των 18 ετών
3. Με την υποβολή μιας συμμετοχής, ο (η) κάθε Συμμετέχων) αποδέχεται άνευ όρων και συμφωνεί με τους παρόντες Επίσημους Κανόνες και εγγυάται ότι η συμμετοχή του/της πληροί όλες τις απαιτήσεις που ορίζονται στους Επίσημους Κανόνες και τις αποφάσεις της Διοργανώτριας.
4. Η προωθητική ενέργεια αρχίζει την 1η Μαΐου 2023 στις 08:59 π.μ. και λήγει στις 30 Ιουνίου 2023 στις 05:59 μ.μ. (EEST) (η «Διάρκεια της Ενέργειας»). Μετά από αυτήν την ημερομηνία, δεν θα επιτρέπεται καμία περαιτέρω συμμετοχή στην Ενέργεια
5. Δεν απαιτείται αγορά για να λάβετε μέρος. Η συμμετοχή είναι δωρεάν.
6. Για τη συμμετοχή απαιτείται πρόσβαση στο διαδίκτυο.
7. Για να συμμετάσχουν, κατά τη διάρκεια της Ενέργειας, οι Συμμετέχοντες πρέπει:
 - Να αποκτήσουν πρόσβαση στον ακόλουθο ιστότοπο: www.chiquita.com/oclockpromo,
 - Να διαβάσουν και να αποδεχθούν τους παρόντες Όρους και Προϋποθέσεις και την Πολιτική Απορρήτου,
 - Να συμπληρώσουν την ηλεκτρονική φόρμα με τις πληροφορίες που ζητούνται (όνομα, επώνυμο, πλήρης ταχυδρομική διεύθυνση, χώρα, ηλεκτρονικό ταχυδρομείο),
 - Να κάνουν κλικ στο κουμπί "Υποβολή",
 - Να παίξουν το παιχνίδι (αφού συνδεθούν) και να ολοκληρώσουν το παζλ. Οι συμμετέχοντες έχουν στη διάθεσή τους 300 δευτερόλεπτα για να ολοκληρώσουν το παζλ. Οι επιδόσεις του Συμμετέχοντα κατά τη διάρκεια του παιχνιδιού (π.χ. πιο γρήγορος ή πιο αργός κ.λπ.) δεν αυξάνουν ούτε μειώνουν την πιθανότητα νίκης στην κλήρωση. Απαιτείται μόνο η ολοκλήρωση του παιχνιδιού. Εάν ο Συμμετέχων δεν καταφέρει να ολοκληρώσει το παζλ, μπορεί να προσπαθήσει ξανά μέχρι το πολύ 5 προσπάθειες ανά ημέρα. Εάν ο Συμμετέχων ολοκληρώσει σωστά το παζλ και φτάσει στην τελική σελίδα "Ευχαριστώ", ο Συμμετέχων θα συμπεριληφθεί στην κλήρωση.
8. Εντός 30 ημερών από τη λήξη της Διάρκειας της Προωθητικής ενέργειας, θα επιλεγούν τυχαία 170 νικητές μεταξύ των συμμετοχών που πληρούν τις προϋποθέσεις και έχουν ακολουθήσει σωστά τις παρούσες οδηγίες. Κάθε Συμμετέχων μπορεί να συμμετάσχει επιτυχώς μία φορά και μπορεί να κερδίσει μόνο ένα βραβείο. Πρόσθετες επιτυχείς συμμετοχές δεν θα ληφθούν υπόψη για την κλήρωση.
9. Όλες οι συμμετοχές πρέπει να γίνονται απευθείας από το άτομο που συμμετέχει στην Ενέργεια. Οι συμμετοχές που γίνονται με άλλες μεθόδους όπως μακροεντολές, δέσμες ενεργειών ή τη χρήση αυτοματοποιημένων συσκευών ή διαδικασιών ή οποιαδήποτε προσπάθεια εισαγωγής ενός κωδικού περισσότερες από μία φορές δεν επιτρέπονται, και όλες αυτές οι συμμετοχές και υποβολές θα αποκλείονται.
10. Οι υποβολές πρέπει να γίνονται από τον εξουσιοδοτημένο κάτοχο του λογαριασμού της διεύθυνσης ηλεκτρονικού ταχυδρομείου που έχει υποβληθεί κατά τη στιγμή της συμμετοχής. Ως "εξουσιοδοτημένος κάτοχος λογαριασμού" ορίζεται το φυσικό πρόσωπο στο οποίο έχει εκχωρηθεί μια διεύθυνση ηλεκτρονικού ταχυδρομείου από έναν πάροχο πρόσβασης στο Διαδίκτυο, έναν πάροχο διαδικτυακών υπηρεσιών, έναν ιδιοκτήτη διαδικτυακού τομέα ή άλλο

πρόσωπο ή οργανισμό (π.χ. επιχείρηση, εκπαιδευτικό ίδρυμα κ.λπ.) που είναι υπεύθυνος για την εκχώρηση διεύθυνσεων ηλεκτρονικού ταχυδρομείου για τον τομέα που σχετίζεται με την υποβληθείσα διεύθυνση ηλεκτρονικού ταχυδρομείου. Κάθε Συμμετέχων θα πρέπει να καταχωρίσει μόνο 1 (έναν) μοναδικό λογαριασμό. Πολλαπλοί λογαριασμοί του ίδιου Συμμετέχοντα δεν θα γίνονται δεκτοί. Κατά τη διάρκεια της διάρκειας της προσφοράς θα επιτραπούν το πολύ 5 (πέντε) εγγραφές/εγγραφές από την ίδια διεύθυνση IP.

11. Βραβεία: Θα υπάρξουν συνολικά 170 βραβεία που θα αποτελούνται από:

(iv) 50 τoσσιέρες με εκτιμώμενη αξία 50€

(v) 60 μπλέντερ με εκτιμώμενη αξία 80€

(vi) 60 κρεπιέρες με εκτιμώμενη αξία 45€

Η αναφερόμενη εκτιμώμενη αξία είναι κατά προσέγγιση και ενδέχεται να διαφέρει κατά τη στιγμή της απονομής του βραβείου. Κάθε νικητής θα λάβει ένα (1) αντικείμενο από τον παραπάνω κατάλογο, κατά την αποκλειστική κρίση του Διοργανωτή.

12. Οι συμμετέχοντες δεν θα είναι υπεύθυνοι για τυχόν φόρους που σχετίζονται με τα έπαθλα που λαμβάνουν για τη συμμετοχή τους σε αυτή την προωθητική ενέργεια.

13. Δεν διατίθεται κανένα χρηματικό ή άλλο εναλλακτικό έπαθλο, εν όλω ή εν μέρει

14. Όλα τα βραβεία προσφέρονται ανάλογα με τη διαθεσιμότητα. Ο Διοργανωτής διατηρεί το δικαίωμα να αντικαταστήσει τα βραβεία με άλλα βραβεία ίσης ή μεγαλύτερης αξία.

15. Οι νικητές θα ενημερωθούν μέσω e-mail. Εκτός αν υπάρχουν απρόβλεπτες καθυστερήσεις στην παράδοση που συνδέονται με την τρέχουσα κατάσταση έκτακτης ανάγκης COVID-19, οι νικητές θα παραλάβουν το βραβείο τους εντός 90 ημερών από τη λήξη της διάρκειας της προωθητικής ενέργειας. Για τους σκοπούς των παρόντων Όρων και Προϋποθέσεων, ο Συμμετέχων θα θεωρείται ότι έχει λάβει το αίτημα ή την ειδοποίηση της Διοργανώτριας, (α) σε περίπτωση που η Διοργανώτρια αποστέλλει το αίτημα μέσω ταχυδρομείου, πέντε εργάσιμες ημέρες μετά την αποστολή του αιτήματος από την Διοργανώτρια, ή (β) σε περίπτωση που η Διοργανώτρια αποστέλλει το αίτημα μέσω ηλεκτρονικού ταχυδρομείου, την ημέρα αποστολής του ηλεκτρονικού ταχυδρομείου από την Διοργανώτρια. Η Διοργανώτρια δεν φέρει καμία ευθύνη για οποιαδήποτε ειδοποίηση νικητή που χάνεται, υποκλέπτεται ή δεν παραλαμβάνεται από τον δυνητικό νικητή για οποιονδήποτε λόγο. Εάν, παρά τις εύλογες προσπάθειες, ένας δυνητικός νικητής του βραβείου δεν ανταποκριθεί εντός πέντε (5) ημερών από την πρώτη προσπάθεια ειδοποίησης ή εάν ένα βραβείο ή μια ειδοποίηση για το βραβείο επιστραφεί ως μη διεκδικούμενη ή μη παραδοτέα στον εν λόγω δυνητικό νικητή του βραβείου, ο εν λόγω δυνητικός νικητής του βραβείου μπορεί να χάσει το σχετικό βραβείο και μπορεί να επιλεγεί ένας άλλος νικητής του βραβείου. Εάν οποιοσδήποτε δυνητικός νικητής του βραβείου αποδειχθεί ότι δεν έχει δικαίωμα συμμετοχής, ή εάν δεν έχει συμμορφωθεί με τους παρόντες Όρους και Προϋποθέσεις ή εάν αρνηθεί το σχετικό βραβείο για οποιονδήποτε λόγο πριν από την απονομή, ο εν λόγω δυνητικός νικητής του βραβείου μπορεί να αποκλειστεί και να επιλεγεί άλλος νικητής.

16. Ο Διοργανωτής διατηρεί το δικαίωμα, κατά την εύλογη διακριτική του ευχέρεια, να αποκλείσει οποιονδήποτε Συμμετέχοντα του οποίου η συμπεριφορά είναι αντίθετη με το πνεύμα των παρόντων Όρων και Προϋποθέσεων ή με την πρόθεση της Προωθητικής ενέργειας και να κηρύξει άκυρες οποιεσδήποτε ή όλες τις συμμετοχές που βασίζονται σε μια τέτοια συμπεριφορά.

17. Η Διοργανώτρια εταιρεία δεν ευθύνεται για λανθασμένες ή ανακριβείς πληροφορίες συμμετοχής, είτε αυτές οφείλονται σε χρήστες του Διαδικτύου είτε σε οποιοδήποτε εξοπλισμό ή προγραμματισμό που σχετίζεται ή χρησιμοποιείται στην προωθητική ενέργεια είτε σε οποιοδήποτε τεχνικό ή ανθρώπινο λάθος που μπορεί να προκύψει κατά την επεξεργασία ή τη μετάδοση των συμμετοχών. Η Διοργανώτρια εταιρεία δεν αναλαμβάνει καμία ευθύνη για

οποιοδήποτε λάθος, παράλειψη, διακοπή, διαγραφή, κλοπή ή καταστροφή ή μη εξουσιοδοτημένη πρόσβαση ή τροποποίηση των συμμετοχών.

18. Περιορισμός της ευθύνης: Οι συμμετέχοντες συμφωνούν ότι ο Διοργανωτής δεν φέρει καμία ευθύνη έναντι των συμμετεχόντων ή οποιουδήποτε τρίτου για υλικές ή/και νομικές ελλείψεις στα δώρα ή/και για τυχόν ζημίες που προκύπτουν από τα δώρα ή την προωθητική ενέργεια ή συνδέονται με αυτά. Με τη συμμετοχή τους, οι συμμετέχοντες αναγνωρίζουν ότι, σε περίπτωση παραλαβής ενός βραβείου, ο Διοργανωτής δεν ευθύνεται για οποιονδήποτε τραυματισμό ή ζημία που προκύπτει από τη χρήση του. Η ευθύνη της Διοργανώτριας περιορίζεται σε ζημίες που προκαλούνται από την ίδια ή έναν από τους πληρεξουσίου της, από πρόθεση ή βαριά αμέλεια ή που προκαλούνται από την παραβίαση καρδιακών υποχρεώσεων. Αυτό δεν ισχύει για ζημίες που προκαλούνται από τραυματισμό της ζωής, του σώματος ή/και της υγείας.
19. Όλες οι πληροφορίες σε αυτόν τον ιστότοπο αποτελούν μέρος των Όρων και Προϋποθέσεων. Όλοι οι Συμμετέχοντες συμφωνούν να δεσμεύονται από αυτούς τους όρους και προϋποθέσεις.
20. Ο Διοργανωτής διατηρεί το δικαίωμα να επαληθεύσει τις δηλωθείσες πληροφορίες των Συμμετεχόντων, εάν υπάρχουν.
21. Η απόφαση του Διοργανωτή είναι οριστική. Καμία αλληλογραφία δεν θα διεξαχθεί.
22. Η Διοργανώτρια εταιρεία δεν φέρει καμία ευθύνη έναντι των Συμμετεχόντων ή οποιουδήποτε τρίτου για τυχόν ζημίες που προκύπτουν από τα Δώρα ή την προώθηση ή τη σύνδεση με αυτά. Με τη συμμετοχή τους, οι συμμετέχοντες αναγνωρίζουν ότι, σε περίπτωση λήψης δώρου, η Διοργανώτρια δεν ευθύνεται για τυχόν σωματική βλάβη ή ζημία που επήλθε από τη χρήση του δώρου.
23. Τα προσωπικά δεδομένα που περιλαμβάνουν οι Συμμετέχοντες στο Έντυπο θα ελέγχονται και θα υποβάλλονται σε επεξεργασία από την Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Ελβετία (Υπεύθυνος επεξεργασίας) και την Chiquita Europe B.V. Ελληνικό Υποκατάστημα - Πειραιώς 78, 18346 Μοσχάτο, Αθήνα, Ελλάδα (Κοινός υπεύθυνος επεξεργασίας). Εκτός εάν ο Συμμετέχων έχει δώσει τη συγκατάθεσή του για άλλες χρήσεις (σύμφωνα με τους ισχύοντες κανονισμούς), τα προσωπικά δεδομένα του Συμμετέχοντα που συλλέγονται από τον Διοργανωτή σε σχέση με την προωθητική ενέργεια, θα υποβάλλονται σε επεξεργασία και θα αποθηκεύονται αποκλειστικά για την επιλογή του νικητή, την παράδοση των δώρων και για τους σκοπούς της προωθητικής ενέργειας. Αποκλείεται η διαβίβαση των προσωπικών δεδομένων σε τρίτους, εκτός εάν αυτό γίνεται για την παράδοση των δώρων ή/και την εκτέλεση της προωθητικής ενέργειας. Για ερωτήσεις σχετικά με την προστασία των δεδομένων, επικοινωνήστε με την ακόλουθη διεύθυνση: privacyGR@chiquita.com
24. Με τη συμμετοχή τους, οι Συμμετέχοντες συμφωνούν και δίνουν τη συγκατάθεσή τους για τη συλλογή, επεξεργασία και αποθήκευση των προσωπικών τους δεδομένων υπό τους προαναφερθέντες όρους.
25. Οι παρόντες Όροι και Προϋποθέσεις διέπονται από το ελληνικό δίκαιο. Σε περίπτωση που οποιοσδήποτε από τους παρόντες όρους είναι ή καταστεί άκυρος, η ισχύς των υπόλοιπων όρων και προϋποθέσεων παραμένει ανεπηρέαστη.
26. Μια έντυπη έκδοση των όρων και προϋποθέσεων συμμετοχής μπορεί να ζητηθεί εγγράφως από τον Διοργανωτή (στην επιστολή πρέπει να επισυνάπτεται φάκελος με διεύθυνση και σφραγίδα).
27. Ο Διοργανωτής διατηρεί το δικαίωμα να τροποποιήσει, ακυρώσει, τερματίσει, τροποποιήσει ή αναστείλει την Προωθητική ενέργεια ή τους παρόντες Όρους και Προϋποθέσεις χωρίς προηγούμενη ειδοποίηση.

Promoter: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

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FULLSTÄNDIGA VILLKOR för personer som är bosatta i **SVERIGE**

Fullständiga villkor:

1. Kampanjen är öppen för invånare i Sverige, exklusive anställda och deras familjer hos Chiquita Brands International Sàrl ("arrangören"), Chiquita Europe B.V., deras agenter eller någon annan som är professionellt kopplad till administrationen av kampanjen.
2. Alla deltagare måste vara 18 år eller äldre. Genom att delta i kampanjen bekräftar deltagarna att de är över 18 år.
3. Genom att skicka in ett bidrag accepterar och samtycker varje deltagare ovillkorligen till dessa villkor och garanterar att hans/hennes bidrag uppfyller alla krav som anges i dessa villkor och arrangörens beslut.
4. Kampanjen startar den 1 maj 2023 kl. 08:59am och slutar den 30 juni 2023 kl. 05:59pm. CET ("kampanjperioden"). Efter detta datum kommer inga ytterligare inträden i kampanjen att tillåtas.
5. Inget köp krävs för att delta. Deltagande är kostnadsfritt.
6. Tillgång till internet krävs för att delta.
7. För att delta i kampanjen ska deltagarna under kampanjperioden:
 - Gå till följande webbplats: www.chiquita.com/oclockpromo
 - Läs och acceptera dessa villkor och sekretesspolicyn
 - Fyll i online formuläret ("formuläret") med den information som efterfrågas (förnamn, efternamn, fullständig postadress, land, e-post)
 - klicka på "Skicka"
 - spela spelet (när du är inloggad) och slutför pusslet. Deltagarna ska ha 300 sekunder på sig att slutföra pusslet. Deltagarens prestation under spelet (till exempel snabbare eller långsammare, etc.) ökar eller minskar inte vinstsannolikheten i prisdragningen. Endast slutförandet av spelet krävs. Om deltagaren misslyckas med att slutföra pusslet kan han/hon försöka igen upp till maximalt 5 försök per dag. Om deltagaren fyller i pusslet korrekt och kommer till den sista "Tack"-sidan, kommer deltagaren att inkluderas i prisdragningen.
8. Inom 30 dagar från utgången av kampanjperioden kommer 140 vinnare att väljas slumpmässigt bland de kvalificerade bidragen som har följt dessa instruktioner korrekt. Varje deltagare kan framgångsrikt delta en gång och kan bara vinna ett pris. Ytterligare framgångsrika bidrag kommer inte att beaktas i dragningen.
9. Alla bidrag måste göras direkt av personen som deltar i kampanjen. Bidrag som görs online med metoder som makron, ett skript eller användning av automatiserade enheter eller processer

eller försök att ange en kod mer än en gång är inte tillåtna, och alla sådana bidrag och inlämningar kommer att diskvalificeras.

10. Inlämningar måste göras av den auktoriserade kontoinnehavaren för den e-postadress som angavs vid tidpunkten för registrering "Auktoriserad kontoinnehavare" definieras som den fysiska person som tilldelas en e-postadress av en Internet-åtkomstleverantör, online tjänsteleverantör, internetdomänägare eller annan person eller organisation (t.ex. företag, utbildningsinstitution, etc.) som ansvarar för att tilldela e-postadresser för domänen som är kopplad till den inlämnade e-postadressen. Varje deltagare bör endast registrera 1 (ett) unikt konto. Flera konton för samma deltagare kommer inte att accepteras. Högst 5 (fem) registreringar/poster från samma IP-adress kommer att tillåtas under kampanjperioden.

11. Priser: Det kommer att finnas totalt 140 priser som kommer att bestå av:
 - (i) 40 brödrostar med ett uppskattat värde av 327 SEK per enhet
 - (ii) 50 blandare/mixers med ett uppskattat värde av 440 SEK per enhet
 - (iii) 50 Crepe Makers med ett uppskattat värde av 225 kr per enhet

Det nämnda uppskattade värdet är ungefärligt och kan skilja sig vid tidpunkten för prisutdelningen. Varje vinnare kommer att få ett (1) föremål/enhet från listan ovan, efter arrangörens eget gottfinnande.

12. Deltagare kommer inte att vara ansvariga för några skatter relaterade till de priser som erhållits för att delta i denna kampanj.
13. Inga kontanter eller andra prisalternativ är tillgängliga, helt eller delvis.
14. Alla priser erbjuds i mån av tillgång. Arrangören förbehåller sig rätten att ersätta priserna med alternativa priser av samma eller högre värde.
15. Vinnare kommer att informeras via e-post. Såvida inte oförutsedda förseningar i leveransen kopplade till den aktuella covid-19-nödsituationen, kommer vinnarna att få sitt pris inom 90 dagar från slutet av kampanjperioden. För ändamålen med dessa villkor kommer deltagaren att anses ha mottagit arrangörens begäran eller meddelande, (a) i händelse av att arrangören skickar begäran med post, fem arbetsdagar efter att begäran skickades av arrangören, eller (b) i händelse av att arrangören skickar begäran via e-post, den dag då e-postmeddelandet skickades av arrangören. Arrangören ska inte ha något ansvar för något vinnarmeddelande som förloras, avlyssnas eller inte tas emot av den potentiella vinnaren för någon anledning. Om, trots rimliga ansträngningar, en potentiell pristagare inte svarar inom fem (5) dagar efter det första meddelandeförsöket, eller om ett pris- eller pris meddelande returneras som outnyttjat eller ej levererat till en sådan potentiell pristagare, kan den potentiella pristagaren förlora det tillämpliga priset och en alternativ pristagare kan utses. Om någon potentiell pristagare visar sig vara olämplig, eller om han eller hon inte har följt dessa villkor eller avvisar det tillämpliga priset av någon anledning innan tilldelningen, kan en sådan potentiell pristagare diskvalificeras och en alternativ vinnare kan utses.

16. Arrangören förbehåller sig rätten att efter eget gottfinnande diskvalificera alla deltagare vars beteende strider mot andemeningen i dessa villkor eller kampanjens avsikt, och att ogiltigförklara varje eller alla bidrag baserade på sådant beteende.
17. Arrangören ska inte hållas ansvarig för felaktig eller felaktig inträdesinformation vare sig den orsakas av Internetanvändare eller av någon av utrustningen eller programmeringen som är associerad med eller används i Kampanjen eller för något tekniskt eller mänskligt fel som kan uppstå vid bearbetningen eller överföringen av poster. Arrangören tar inget ansvar eller ansvar för eventuella fel, utelämnanden, avbrott, radering, stöld eller förstörelse, eller obehörig åtkomst till eller ändring av bidrag.
18. Ansvarsbegränsning: Deltagarna samtycker till att arrangören inte har något ansvar gentemot deltagare eller tredje part för materiella och/eller juridiska brister i priserna och/eller för eventuella skador som uppstår från priser eller kampanjen eller kopplade till dem. Genom att delta bekräftar deltagarna att, i händelse av att de tar emot ett pris, ska arrangören inte vara ansvarig för någon skada eller skada som uppstår vid användningen av det. Arrangörens ansvar är begränsat till skador som orsakats av honom själv eller någon av de ställföreträdande agenterna, avsiktligt eller grovt vårdslöst eller orsakat av brott mot huvudförpliktelser. Detta gäller inte skador orsakade av skada på liv, kropp och/eller hälsa.
19. All information på denna webbplats utgör en del av villkoren. Alla deltagare samtycker till att vara bundna av dessa villkor.
20. Arrangören förbehåller sig rätten att verifiera alla deltagares deklarerade information, om någon.
21. Arrangörens beslut är slutgiltigt. Ingen korrespondens kommer att ingås.
22. Arrangören har inget ansvar gentemot deltagare eller tredje part för några skador som uppstår från några priser eller kampanjen eller kopplade till dem. Genom att delta bekräftar deltagarna att arrangören, i händelse av att ta emot ett pris, inte är ansvarig för någon skada eller skada som uppstår vid användningen av det.
23. Personuppgifterna som ingår av deltagarna i formuläret ska kontrolleras och behandlas av Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Schweiz (kontrollör) och Chiquita Europe B.V., filial Sverige - Stenvretsgatan 3, 74940 Enköping, Sverige (assisterande kontrollör). Såvida inte deltagaren har gett sitt samtycke för annan användning (i enlighet med tillämpliga regler), kommer alla deltagares personuppgifter som samlas in av arrangören i samband med kampanjen att behandlas och lagras uteslutande för vinnarval, prisleverans och för syftet med kampanjen. En överföring av personuppgifterna till tredje part är utesluten, såvida detta inte görs för leverans av priser och/eller genomförande av kampanjen. För frågor som rör dataskydd, vänligen kontakta: privacySE@chiquita.com

24. Genom att delta godkänner och ger deltagarna sitt samtycke till insamling, bearbetning och lagring av sina personuppgifter enligt ovan nämnda villkor.
25. Dessa villkor regleras av svensk lag. Skulle något av dessa villkor vara eller bli ogiltigt, ska giltigheten av de återstående villkoren förbli opåverkad.
26. En tryckt/printad version av villkoren för deltagande kan begäras skriftligen från arrangören (ett adresserat och frimärkt returkuvert måste bifogas ett sådant brev).
27. Arrangören förbehåller sig rätten att ändra, avbryta, avsluta, modifiera eller avbryta kampanjen eller dessa villkor utan föregående meddelande.

Arrangör: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Schweiz.
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Chiquita och Chiquita-logotypen är varumärken som tillhör Chiquita Brands L.L.C.

Kampanjaehdot - TÄYDELLISET KÄYTTÖEHDOT **SUOMESSA** asuville

TÄYDELLISET KÄYTTÖEHDOT:

1. Kampanja on avoin Suomessa asuville, pois lukien Chiquita Brands International Sàrlin ("kampanjan järjestäjä"), Chiquita Europe B.V:n työntekijät ja näiden perheet, niiden edustajat tai muut kampanjan hallinnointiin ammatillisesti liittyvät henkilöt.
2. Kaikkien osallistujien on oltava vähintään 18-vuotiaita. Osallistumalla kampanjaan osallistujat vahvistavat olevansa vähintään 18-vuotiaita.
3. Osallistumalla kukin osallistuja hyväksyy nämä käyttöehdot ehdoitta ja takaa, että hänen osallistumisensa vastaa kaikkia näissä käyttöehdoissa asetettuja vaatimuksia ja kampanjan järjestäjän päätöksiä.
4. Kampanja alkaa 1. toukokuuta 2023 klo 08.59am CET ja päättyy 30. kesäkuuta 2023 klo 05.59pm CET-aikaa ("kampanjakausi"). Kampanjaan ei hyväksytä uusia osallistumisia tämän päivämäärän jälkeen.
5. Osallistuminen ei edellytä ostamista. Osallistuminen on maksutonta.
6. Osallistuminen edellyttää internetyhteyttä.
7. Osallistuakseen kampanjaan osallistujien pitää kampanjakauden aikana
 - mennä seuraavalle sivustolle: www.chiquita.com/oclockpromo
 - lukea ja hyväksyä nämä käyttöehdot ja tietosuojalauseke
 - täyttää verkkolomakkeeseen ("lomake") pyydetyt tiedot (etunimi, sukunimi, postiosoite, maa, sähköpostiosoite)
 - napsauttaa Lähetä-painiketta
 - pelata peliä (kirjaututtuaan sisään) ja ratkaista pulmatehtävä. Osallistujilla on 300 sekuntia aikaa ratkaista pulmatehtävä. Osallistujan suoritus pelin aikana (nopeus jne.) ei paranna tai heikennä voitonmahdollisuuksia palkintoarvonnassa. Vain pelin pelaaminen loppuun vaaditaan. Jos osallistuja ei pysty ratkaisemaan pulmatehtävää, hän voi yrittää uudelleen. Yrityksiä voi olla enintään 5 päivässä. Jos osallistuja ratkaisee tehtävän oikein ja pääsee viimeiselle Kiitos-sivulle, hänet sisällytetään palkintoarvontaan.
8. 30 vuorokauden kuluessa kampanjakauden päättymisestä niiden kelpoisten osallistujien, jotka ovat noudattaneet näitä ohjeita oikein, joukosta valitaan satunnaisesti 140 voittajaa. Kukin osallistuja voi lähettää onnistuneen suorituksen kerran ja voi voittaa vain yhden palkinnon. Muita onnistuneita suorituksia ei oteta huomioon arvonnassa.
9. Kampanjaan osallistuvan henkilön on itse tehtävä kaikki suoritukset. Verkossa esimerkiksi makroilla, komentosarjalla tai automaattisilla laitteilla tai prosesseilla tehtyjä suorituksia tai yritystä syöttäviä koodi useita kertoja ei sallita, ja tällaiset osallistumiset ja suoritukset hylätään.
10. Osallistumishetkellä ilmoitetun sähköpostiosoitteen valtuutetun tilinhaltijan on lähetettävä suoritukset. "Valtuutetulla tilinhaltijalla" tarkoitetaan sitä luonnollista henkilöä, jolle internetpalveluntarjoaja, verkkopalveluntarjoaja, internettoimialueen omistaja tai muu lähetettyyn sähköpostiosoitteeseen liittyvän toimialueen sähköpostiosoitteiden osoittamisesta vastaava henkilö tai organisaatio (esim. yritys, oppilaitos) on osoittanut sähköpostiosoitteen. Kunkin osallistujan tulisi rekisteröidä vain yksi (1) ainutkertainen tili. Useita saman osallistujan tilejä ei hyväksytä. Samasta IP-osoitteesta hyväksytään enintään viisi (5) rekisteröitymistä/osallistumista kampanjakauden aikana.
11. Palkinnot: Kampanjassa on kaikkiaan 140 palkintoa, jotka ovat
 - (i) 40 leivänpaahdinta, joiden arvioitu arvo on 70,00 €/kpl
 - (ii) 50 tehosekoitinta, joiden arvioitu arvo on 80.00 €/kpl

(iii) 50 ohukaisrautaa, joiden arvioitu arvo on 50.00 €/kpl.

Ilmoitettu arvioitu arvo on summittainen ja saattaa olla toinen palkintojenjakohetkellä.

Jokainen voittaja saa yhden (1) laitteen/yksikön edellä olevasta listasta kampanjan järjestäjän oman harkinnan mukaan.

12. Osallistujat saattavat olla verovelvollisia tämän kampanjan osallistumisesta saamistaan palkinnoista.
13. Raha- ja muita palkintovaihtoehtoja ei ole saatavilla osittain eikä kokonaan.
14. Kaikki palkinnot tarjotaan saatavuudesta riippuen. Kampanjan järjestäjä pidättää oikeuden vaihtaa palkinnot vaihtoehtoisiin samanarvoisiin tai arvokkaampiin palkintoihin.
15. Voittajille ilmoitetaan sähköpostitse. Voittajat saavat palkintonsa 90 päivän kuluessa kampanjakauden päättymisestä, ellei COVID-19-pandemia aiheuta odottamattomia viivästyksiä toimituksessa. Näitä käyttöehtoja sovellettaessa osallistujan katsotaan vastaanottaneen kampanjan järjestäjän pyynnön tai ilmoituksen (a) siinä tapauksessa, että kampanjan järjestäjä lähettää pyynnön postitse, viiden arkipäivän kuluttua siitä, kun kampanjan järjestäjä on lähettänyt sen, tai (b) siinä tapauksessa, että kampanjan järjestäjä lähettää pyynnön sähköpostitse, sinä päivänä, jona kampanjan järjestäjä on lähettänyt sähköpostiviestin. Kampanjan järjestäjä ei vastaa voittoilmoituksista, jotka katoavat tai siepataan tai joita potentiaalinen voittaja ei jostakin syystä vastaanota. Jos kohtuullisesta vaivannäöstä huolimatta potentiaalinen palkinnon voittaja ei vastaa viiden (5) päivän kuluessa ensimmäisestä ilmoitusyrityksestä, tai jos palkinto tai palkintoilmoitus palautetaan lunastamattomana tai mahdottomana toimittaa kyseiselle potentiaaliselle palkinnon voittajalle, tämä potentiaalinen palkinnon voittaja saattaa menettää palkintonsa ja vaihtoehtoinen voittaja saatetaan valita. Jos joku potentiaalinen palkinnon voittaja todetaan osallistumiskelvottomaksi tai jos hän ei ole noudattanut näitä käyttöehtoja tai hän hylkää saamansa palkinnon mistä tahansa syystä ennen sen myöntämistä, kyseinen potentiaalinen palkinnon voittaja saatetaan hylätä ja vaihtoehtoinen voittaja saatetaan valita.
16. Kampanjan järjestäjä pidättää oikeuden kohtuullisen harkintansa mukaan hylätä kenet tahansa osallistujan, jonka toiminta on näiden käyttöehtojen hengen tai kampanjan aikomuksen vastaista, sekä julistaa mitättömiksi mitkä tahansa tai kaikki tällaiseen toimintaan perustuvat osallistumiset.
17. Kampanjan järjestäjä ei vastaa virheellisistä tai epätarkoista osallistumistiedoista, ovatpa ne aiheutuneet internetin käyttäjistä tai kampanjassa tai sen yhteydessä käytetyistä laitteistoista tai ohjelmoinnista tai mistä tahansa teknisestä tai inhimillisestä virheestä, joka saattaa ilmetä osallistumistietojen käsittelyssä tai lähettämisessä. Kampanjan järjestäjä ei vastaa osallistumistietojen virheistä, puutteista, keskeytyksistä, poistosta, varkaudesta tai tuhoutumisesta eikä niiden luvattomasta käytöstä tai muuttamisesta.
18. Vastuun rajoitus: Osallistujat hyväksyvät sen, että kampanjan järjestäjä ei ole vastuussa osallistujille eikä kolmansille osapuolille palkintojen materiaali- tai oikeudellisista puutteista ja/tai vahingoista, jotka aiheutuvat palkinnoista tai kampanjasta tai liittyvät niihin. Osallistumalla osallistujat tunnustavat, että jos he saavat palkinnon, kampanjan järjestäjä ei ole vastuussa sen käytössä aiheutuvista vammoista tai vahingoista. Kampanjan järjestäjän vastuu rajoittuu sen itsensä tai jonkin sen sijaisena toimivan edustajan tahallisesti tai törkeästi huolimattomuudesta aiheuttamiin vahinkoihin tai vahinkoihin, jotka johtuvat perusvelvoitteiden laiminlyönnistä. Tämä ei koske vahinkoja, jotka on aiheuttanut hengen tai terveyden vaarantuminen.
19. Kaikki tällä sivustolla olevat tiedot ovat osa käyttöehtoja. Kaikki osallistujat suostuvat sitoutumaan näihin käyttöehtoihin.
20. Kampanjan järjestäjä pidättää oikeuden tarkistaa kenen tahansa osallistujan ilmoittamat tiedot.
21. Kampanjan järjestäjän päätös on lopullinen. Järjestäjä ei ryhdy viestintään.
22. Kampanjan järjestäjä ei ole vastuussa osallistujille eikä kolmansille osapuolille palkinnoista tai kampanjasta aiheutuvista tai niihin liittyvistä vahingoista. Osallistumalla osallistujat tunnustavat,

että jos he saavat palkinnon, kampanjan järjestäjä ei ole vastuussa sen käytössä aiheutuvista vammoista tai vahingoista.

23. Osallistujien lomakkeeseen täyttämien henkilötietojen rekisterinpitäjät ja käsittelijät ovat Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Sveitsi (rekisterinpitäjä) ja Chiquita Europe B.V. Finland, Keilaranta 1, 02150 Espoo, Suomi (yhteinen rekisterinpitäjä). Jos osallistuja ei ole antanut suostumustaan muihin käyttötarkoituksiin (sovellettavien säännösten mukaisesti), osallistujan henkilötietoja, joita kampanjan järjestäjä kerää kampanjan yhteydessä, käsitellään ja säilytetään ainoastaan voittajan valintaa, palkintojen toimitusta ja kampanjatarkoituksia varten. Henkilötietoja ei siirretä kolmansille osapuolille paitsi palkintojen toimittamista ja/tai kampanjan toteuttamista varten. Tietosuojaa koskevat kysymykset voi lähettää osoitteeseen privacyFI@chiquita.com
24. Osallistumalla osallistujat antavat suostumuksensa henkilötietojensa keräämiseen, käsittelyyn ja säilyttämiseen edellä kuvatuin ehdoin.
25. Näihin käyttöehtoihin sovelletaan Suomen lakeja. Jos jokin näistä ehdoista ei päde tai muuttuu pätemättömäksi, se ei vaikuta muiden ehtojen pätevyYTEEN.
26. Painetun version osallistumisehdoista voi tilata kirjallisesti kampanjan järjestäjältä (pyynnön mukaan on liitettävä osoitteella ja postimerkillä varustettu palautuskuori).
27. Kampanjan järjestäjä pidättää oikeuden muuttaa tai muokata kampanjaa tai näitä käyttöehtoja tai peruuttaa, lopettaa tai keskeyttää ne ilman ennakoilmoitusta.

Kampanjan järjestäjä: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

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Chiquita ja Chiquita-logo ovat Chiquita Brands L.L.C:n tavaramerkkejä.

TERMS AND CONDITIONS APPLICABLE to the residents of **NORWAY**

FULL TERMS & CONDITIONS:

1. Promotion open to residents of Norway, excluding employees and their families of Chiquita Brands International Sàrl (“the Promoter”), Chiquita Europe B.V., their agents or anyone else professionally connected with the administration of the promotion.
2. All Participants must be aged 18 or over. By entering the Promotion, Participants confirm that they are over 18 years of age.
3. By submitting an entry, each Participant unconditionally accepts and agrees to these Terms and Conditions and warrants that his/her entry complies with all requirements set out in these Terms and Conditions and the decisions of the Promoter.
4. Promotion starts on 1st of May 2023 at 08:59 a.m. (CET) and ends on 30th of June 2023 at 05:59 p.m. (CET) (the “Promotion Term”). After this date no further entries to the Promotion will be permitted.
5. No purchase is necessary to enter. Participation is free of charge.
6. Access to the internet is required to participate.
7. To participate in the Promotion, during the Promotion Term Participants shall:
 - Access the following website: www.chiquita.com/oclockpromo ;
 - read and accept these Terms and Conditions and the Privacy Policy;
 - fill in the online form with the information requested (first name, last name, full postal address, country, email);
 - click on “Submit”;
 - play the game (once logged in) and complete the puzzle. Participants shall have 300 seconds to complete the puzzle. The Participant’s performance during the game (e.g. faster or slower, etc.) doesn’t increase or reduce the winning probability in the prize draw. Only the completion of the game is required. If the Participant fails to complete the puzzle, he/she can try again up to maximum 5 attempts per day. If the Participant completes the puzzle correctly and gets to the final “Thank you” page, the Participant will be included in the prize draw.
8. Within 30 days from the end of the Promotion Term, 30 winners will be selected at random from among the qualified entries that have followed these instructions correctly. Each Participant can successfully Participate once and may win one prize only. Additional successful entries won’t be considered for the draw.
9. All entries must be made directly by the person entering the Promotion. Entries made online by such methods as macros, a script, or the use of automated devices or processes or any attempt to enter a code more than once are not allowed, and all such entries and Submissions will be disqualified.
10. Submissions must be made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Participant should register only 1 (one) unique account. Multiple accounts of the same Participant won’t be accepted. A maximum of 5 (five) registrations/entries from the same IP address will be permitted during the Promotion Term.
11. Prizes: There will be a total of 30 prizes that will consist in:

- (i) 10 (ten) toasters with an estimated value of € 70/unit
- (ii) 10 (ten) blenders with an estimated value of € 80/unit
- (iii) 10 (ten) crepe makers with an estimated value of € 50/unit

The mentioned estimated value is approximate and may differ at the time of prize award.

Each winner will receive one (1) item from the list above, at the sole discretion of the Promoter.

12. Participants will not be liable for any taxes related to the prizes received for participating in this promotion.
13. No cash or other prize alternative available, in whole or in part.
14. All prizes are offered subject to availability. The Promoter reserves the right to substitute the prizes for alternative prizes of equal or greater value.
15. Winners will be informed by e-mail. Unless unforeseen delays in the delivery linked to the current COVID-19 emergency, winners will receive their prize within 90 days from the end of the Promotion Term. For the purposes of these Terms and Conditions, the Participant will be deemed to be in receipt of Promoter's request or notification, (a) in the event that Promoter sends the request by postal mail, five business days after the request was sent by Promoter, or (b) in the event that Promoter sends the request by e-mail, on the day that the email was sent by Promoter. Promoter shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected.
16. The Promoter reserves the right, in its reasonable discretion, to disqualify any Participant whose conduct is contrary to the spirit of these Terms and Conditions or the intention of the Promotion, and to declare as void any or all entries based on such conduct.
17. Promoter shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing or transmission of the entries. The Promoter assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.
18. Limitation of liability: Participants agree that the Promoter has no liability to participants or any third parties for material and/or legal deficiencies in the prizes and/or for any damages arising from any prizes or the promotion or linked with them. By participating, participants acknowledge that, in case of receiving a prize, Promoter shall not be responsible for any injury or damage incurred in the use of it. Liability of the Promoter is limited to damages caused by itself or one of the vicarious agents, intentionally or grossly negligent or caused by the violation of cardinal obligations. This does not apply to damage caused by injury to life, body and / or health.
19. All information on this website forms part of the Terms and Conditions. All Participants agree to be bound by these terms and conditions.
20. The Promoter reserves the right to verify any Participants' declared information, if any.
21. The Promoter's decision is final. No correspondence will be entered into.
22. The Promoter has no liability to Participants or any third parties for any damages arising from any Prizes or the promotion or linked with them. By participating, Participants acknowledge that, in case of receiving a prize, the Promoter shall not be responsible for any injury or damage incurred in the use of it.

23. The personal data included by the Participants in the Form, shall be controlled and processed by Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland (Controller) and Chiquita Europe B.V., filial Sverige - Stenvretsgatan 3, 74940 Enköping, Sweden (Joint Controller). Unless the Participant has provided its consent for other uses (in accordance with applicable regulations), any Participant's personal data that is collected by the Promoter in connection with the Promotion, will be processed and stored exclusively for the winner selection, prizes delivery and for the purposes of the promotion. A transfer of the personal data to third parties is excluded, unless this is done for the delivery of the prizes and/or execution of the promotion. For questions relating to data protection, please contact: privacy@chiquita.com
24. By participating, Participants agree and give their consent for the collection, processing and storing of their personal data in the terms above mentioned.
25. These Terms & Conditions are governed by Norwegian law. Should any of these conditions be or become invalid, the validity of the remaining terms and conditions shall remain unaffected.
26. A print version of the terms and conditions of participation can be requested in writing from the Promoter (an addressed and stamped return envelope must be attached to such a letter).
27. The Promoter reserves the right to amend, cancel, terminate, modify, or suspend the Promotion or these Terms and Conditions without prior notice.

Promoter: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

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TERMS AND CONDITIONS APPLICABLE to the residents of ICELAND

FULL TERMS & CONDITIONS:

1. Promotion open to residents of Iceland, excluding employees and their families of Chiquita Brands International Sàrl (“the Promoter”), Chiquita Europe B.V., their agents or anyone else professionally connected with the administration of the promotion.
2. All Participants must be aged 18 or over. By entering the Promotion, Participants confirm that they are over 18 years of age.
3. By submitting an entry, each Participant unconditionally accepts and agrees to these Terms and Conditions and warrants that his/her entry complies with all requirements set out in these Terms and Conditions and the decisions of the Promoter.
4. Promotion starts on May 1st, 2023 at 08:59 a.m. and ends on June 30th, 2023 at 05:59 p.m. CET (the “Promotion Term”). After this date no further entries to the Promotion will be permitted.
5. No purchase is necessary to enter. Participation is free of charge.
6. Access to the internet is required to participate.
7. To participate in the Promotion, during the Promotion Term Participants shall:
 - Access the following website: www.chiquita.com/oclockpromo ;
 - read and accept these Terms and Conditions and the Privacy Policy;
 - fill in the online form (“Form”) with the information requested (first name, last name, full postal address, country, email);
 - click on “Submit”;
 - play the game (once logged in) and complete the puzzle. Participants shall have 300 seconds to complete the puzzle. The Participant’s performance during the game (e.g. faster or slower, etc.) doesn’t increase or reduce the winning probability in the prize draw. Only the completion of the game is required. If the Participant fails to complete the puzzle, he/she can try again up to maximum 5 attempts per day. If the Participant completes the puzzle correctly and gets to the final “Thank you” page, the Participant will be included in the prize draw.
8. Within 30 days from the end of the Promotion Term, 30 winners will be selected at random from among the qualified entries that have followed these instructions correctly. Each Participant can successfully Participate once and may win one prize only. Additional successful entries won’t be considered for the draw.
9. All entries must be made directly by the person entering the Promotion. Entries made online by such methods as macros, a script, or the use of automated devices or processes or any attempt to enter a code more than once are not allowed, and all such entries and Submissions will be disqualified.
10. Submissions must be made by the authorized account holder of the e-mail address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, internet domain owner, or other person or organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Participant should register only 1 (one) unique account. Multiple accounts of the same Participant won’t be accepted. A maximum of 5 (five) registrations/entries from the same IP address will be permitted during the Promotion Term.
11. Prizes: There will be a total of 30 prizes that will consist in:
 - (i) 10 Toasters with an estimated value of ISK 10,444.60 per unit;

(ii) 10 Blenders with an estimated value of ISK 11,936.70 per unit;

(iii) 10 Crepe Makers with an estimated value of ISK 7,460.45 per unit.

The mentioned estimated value is approximate and may differ at the time of prize award.

Each winner will receive one (1) item from the list above, at the sole discretion of the Promoter.

12. Participants will not be liable for any taxes related to the prizes received for participating in this promotion.
13. No cash or other prize alternative available, in whole or in part.
14. All prizes are offered subject to availability. The Promoter reserves the right to substitute the prizes for alternative prizes of equal or greater value.
15. Winners will be informed by e-mail. Unless unforeseen delays in the delivery linked to the current COVID-19 emergency, winners will receive their prize within 90 days from the end of the Promotion Term. For the purposes of these Terms and Conditions, the Participant will be deemed to be in receipt of Promoter's request or notification, (a) in the event that Promoter sends the request by postal mail, five business days after the request was sent by Promoter, or (b) in the event that Promoter sends the request by e-mail, on the day that the email was sent by Promoter. Promoter shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential prize winner does not respond within five (5) days of the first notification attempt, or if a prize or prize notification is returned as unclaimed or undeliverable to such potential prize winner, such potential prize winner may forfeit the applicable prize and an alternate prize winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Terms and Conditions or declines the applicable prize for any reason prior to award, such potential prize winner may be disqualified and an alternate winner may be selected.
16. The Promoter reserves the right, in its reasonable discretion, to disqualify any Participant whose conduct is contrary to the spirit of these Terms and Conditions or the intention of the Promotion, and to declare as void any or all entries based on such conduct.
17. Promoter shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing or transmission of the entries. The Promoter assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.
18. Limitation of liability: Participants agree that the Promoter has no liability to participants or any third parties for material and/or legal deficiencies in the prizes and/or for any damages arising from any prizes or the promotion or linked with them. By participating, participants acknowledge that, in case of receiving a prize, Promoter shall not be responsible for any injury or damage incurred in the use of it. Liability of the Promoter is limited to damages caused by itself or one of the vicarious agents, intentionally or grossly negligent or caused by the violation of cardinal obligations. This does not apply to damage caused by injury to life, body and / or health.
19. All information on this website forms part of the Terms and Conditions. All Participants agree to be bound by these terms and conditions.
20. The Promoter reserves the right to verify any Participants' declared information, if any.
21. The Promoter's decision is final. No correspondence will be entered into.
22. The Promoter has no liability to Participants or any third parties for any damages arising from any Prizes or the promotion or linked with them. By participating, Participants acknowledge that, in case of receiving a prize, the Promoter shall not be responsible for any injury or damage incurred in the use of it.
23. The personal data included by the Participants in the Form, shall be controlled and processed by Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland (Controller) and Chiquita

Europe B.V., filial Sverige - Stenvretsgatan 3, 74940 Enköping, Sweden (Joint Controller). Unless the Participant has provided its consent for other uses (in accordance with applicable regulations), any Participant's personal data that is collected by the Promoter in connection with the Promotion, will be processed and stored exclusively for the winner selection, prizes delivery and for the purposes of the promotion. A transfer of the personal data to third parties is excluded, unless this is done for the delivery of the prizes and/or execution of the promotion. For questions relating to data protection, please contact: privacy@chiquita.com

24. By participating, Participants agree and give their consent for the collection, processing and storing of their personal data in the terms above mentioned.
25. These Terms & Conditions are governed by the laws of Iceland. Should any of these conditions be or become invalid, the validity of the remaining terms and conditions shall remain unaffected.
26. A print version of the terms and conditions of participation can be requested in writing from the Promoter (an addressed and stamped return envelope must be attached to such a letter).
27. The Promoter reserves the right to amend, cancel, terminate, modify, or suspend the Promotion or these Terms and Conditions without prior notice.

Promoter: Chiquita Brands International Sàrl, La Tuilière 16, 1163 Etoy, Switzerland.

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