

## Official Rules for Chiquita Brands L.L.C. “Pop by Nature” Campaign (“Official Rules”)

**NO PURCHASE, SCAN, STORE VISIT OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **Eligibility:** The Chiquita “Pop by Nature” Campaign (“**Campaign**”) is an online sweepstakes promotion open only to those individuals who: (a) enter the Campaign in accordance with the Official Rules outlined herein; (b) are an individual, legal resident of the 50 United States and District of Columbia (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 and the age of majority in jurisdiction of residence as of the date of entry and (d) adhere to these Official Rules. Void where prohibited or restricted by law. Employees, officers, and directors of Chiquita Brands L.L.C. (“**Sponsor**”), and its affiliates, subsidiaries, prize providers, agents and advertising and promotional agencies (collectively, the “**Employees**”), are not eligible to participate in the Campaign or win a prize. Void outside of the 50 United States & District of Columbia and 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 Sponsor as final and binding as it relates to this Campaign.
3. **How to Enter:** There are two (2) ways to enter during the Campaign Period (defined in Paragraph 4 below).
  1. Via Quick Response (“QR”) Code on in-store displays: During the Campaign Period, locate the Campaign signage on display with a QR code in participating retailers. Scan the QR code with your web-enabled mobile device (“**Device**”) to be directed to the Website (defined below). Entrant may be required to grant permission for camera use prior to being directed to the Website.
  2. Via the Campaign Website: During the Campaign Period visit [www.chiquita.com/pop-by-nature-promo-usa](http://www.chiquita.com/pop-by-nature-promo-usa) (the “**Website**”) and, follow the directions to complete an entry form in its entirety and successfully complete the puzzle activity to submit your entry (each an “**Entry**”, and collectively the “**Entries**”) to receive one (1) Entry into the Sweepstakes Campaign. A person can register only one (1) time during the entire Campaign Entry Period. Limit: five (5) Entries per person per day. You must comply with all Official Rules in order to be eligible to win a prize. Any Entries considered fraudulent, duplicate, inaccurate, incorrect, incomplete, or which do not adhere to the Official Rules, may be disqualified at the sole discretion of the Sponsor. Entries will only be accepted at

[www.chiquita.com/pop-by-nature-promo-usa](http://www.chiquita.com/pop-by-nature-promo-usa) Once registered, during the Campaign Entry Period, You will need to: (i) read and accept these Official Rules and Chiquita's Privacy Policy. Entrants must have a valid email address. Entries that are generated by a script, macro, or other automated means and/or otherwise not in compliance with these Official Rules will be disqualified. Automated methods of entry, including entry via unauthorized third-party websites or services, are prohibited. Sponsor not responsible for (a) electronic transmissions or Entries that are lost, late, stolen, incomplete, ineligible, damaged, garbled, destroyed, misdirected, mis-transcribed or not received by Sponsor or its agents for any reason; (b) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operations or transmission, communication failures or human error that may occur in the transmission, receipt or processing of Entries, or for destruction of or unauthorized access to, or alteration of Entries; (c) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer, mobile device and/or its contents, or causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes Campaign; (d) incorrect or inaccurate Entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Campaign; (e) any typographical or other error in any printing or advertising related to this Campaign, in the administration or execution of the Sweepstakes Campaign, or in the announcement of the prize winner(s); or (f) cheating or fraud by any entrant. Sponsor and Entities (as defined below) are not responsible for any interruptions in phone service, unavailable network, server, Internet Service Provider (ISP), website or other connections that may limit a person's ability to participate. In the event of a dispute regarding Entries received from multiple users having used the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the Entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider or other organization responsible for assigning e-mail addresses for the applicable domain. Incomplete or otherwise non-compliant Entries will be void. Standard data rates may apply if a mobile device is used for Sweepstakes Campaign entry. Check with your wireless service provider for details. Wireless internet access may not be available in certain areas and is not available on all mobile devices/wireless service providers. All Entries becomes the property of Sponsor and will not be returned. Receipt of Entry may be acknowledged, but such acknowledgement does not constitute any representation as to eligibility. Proof of entry will not be deemed as proof of receipt by Sponsor.

4. **Campaign Period:** Entries will be accepted online starting at 3:00:01 a.m. Eastern Time ("ET") on February 2, 2024 and ending 11:59:59 a.m. ET on March 31, 2024 ("**Campaign Entry Period**"). All Entries must be received during the Campaign Entry Period in order to be eligible for consideration. The Sponsor's computer shall be the official timekeeping device for this Campaign.
5. **Prizes:** Two Hundred Fifty (250) prizes are available. Winners will be selected by random drawing, conducted by Sponsor or an authorized agent of Sponsor on or about April 4, 2024, from all

eligible Entries received. The 250 Winners will each receive one (1) Chiquita branded watch ("Prize"). Approximate Retail Value ("ARV") \$40.00 ea. Total ARV of all Prizes \$10,000.00. The prize ARV listed is subject to fluctuation in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prize is awarded or redeemed, If the actual purchase price of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. All prizes will be awarded presuming a sufficient number of eligible Entries are received and Prizes are properly claimed in accordance with these Official Rules. Unclaimed Prizes or Prizes returned as undeliverable may not be awarded. Limit: one (1) Prize per person/household. No more than the stated number of Prizes will be awarded.

6. The Winners will be selected from the Entries submitted on the acceptable platform mentioned above. The estimated retail value of the Prizes is the one mentioned above; however, the actual estimated retail value may differ at time of prize award. Shipping costs will be covered solely by the Sponsor upon receipt of Winners' shipping addresses. Winner must supply valid US Shipping address (no P.O. Boxes) prior to shipment of Prize. Allow 6-8 weeks from winner verification date for shipment of Prize. The Sponsor, its subsidiaries and affiliates, and each of their respective owners, officers, directors, employees, contractors, representatives, shareholders, successors, assigns, licensees, clients, agents, agencies and Prize providers (collectively, "**Entities**"), shall not be liable for any mistake made by Winners or shipping fulfillment providers in shipment or delivery of the Prize. The specifics of the Prize model, color and size awarded shall be solely determined by the Sponsor. Actual Prize awarded may vary from that depicted in advertising materials. Any prize depiction is for illustrative purposes only. No cash or other Prize substitution shall be permitted by Prize winner. 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. Sponsor reserves the right to substitute a prize of comparable or greater value, at their sole discretion if an advertised Prize or portion thereof becomes unavailable.
7. **Odds:** The odds of winning depend on the total number of eligible Entries received.
8. **Winner Selection and Notification:** Winners will be selected by random drawing from among all qualified Entries under the supervision of Sponsor on or about April 4, 2024. Winners will be notified by the email address provided by entrant as part of Entry and registration process within five (5) days following selection of potential Winners. Unless unforeseen delays in the shipment, the Prizes will be shipped to verified & confirmed Winners within 60 days from the end of the Campaign Entry Period. Upon sending a notification to the Winner in the manner set forth herein, the Sponsor 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 properly claim the Prize within three (3) days from the date notification was sent, or if the Prize

or Prize notification is returned as undeliverable the Prize may be forfeited and an alternate Winner may be randomly selected by the Sponsor. 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 claim 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:** Entry into this Campaign and/or acceptance of a Prize constitutes winner's agreement (and agreement to confirm this grant in writing, if requested) and permission for Sponsor and Entities to use winners' names/likeness, photograph and limited biographical information for advertising and trade purposes in any and all media worldwide without limitation and without further notice, approval or compensation, unless prohibited by law.
10. **Terms & Conditions:** The Sponsor reserves the right, in its sole discretion, to amend, cancel, terminate, modify or suspend the Campaign should any virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, the Sponsor may select the Winners from all eligible entries received prior to and/or after (as if deemed appropriate by the Sponsor in their sole discretion) the action taken by the Sponsor. The Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the Entry process or the operation of the Campaign or Website, or otherwise violates these Official Rules in any way. The Sponsor has 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 entrant 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 Sponsor reserves the right to seek damages to the fullest extent permitted by law.
11. **Limitation of Liability:** By entering, You agree to release, hold harmless and covenant not to sue the Sponsor 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 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 Sponsor makes no claims, promises, or guarantees about the condition or usage of any Campaign prizes, and expressly disclaims any liability related to the possession and/or usage of any such products and/or services. The information provided by the Sponsor in reference to products and Campaign

prizes is on an “as is” or “as available” basis, and no warranty or guarantee 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 the Sponsor with respect to any Campaign prizes. No advice or information given by Sponsor shall create any warranty or serve to alter these Official Rules in any way. In no event shall Sponsor 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. Sponsor will process the mentioned personal data for the delivery of the prizes. Your personal data will be collected, processed and stored exclusively for the purposes of the Campaign. After the promotion Campaign 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. The privacy policy of Chiquita Brands LLC shall govern the use of personal information collected in connection with this Campaign. If you are selected as a winner, your information may also be included in a publicly available list of winners. For information regarding Sponsor’s privacy policy visit <https://www.chiquita.com/privacy-policy>. By participating, You agree and give consent for the collection, processing and sharing 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 Sponsor, shall be resolved individually without resort to any form of class action; (b) in no event shall Sponsor 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. **Winners List:** For the names of the prize winners, send an email to be received by April 30 , 2024 to: [news@chiquita.com](mailto:news@chiquita.com) and include “Chiquita Pop by Nature Winners” in the subject line. List of winners will be sent after the winners have been verified. DO NOT SEND ENTRIES OR ANY OTHER FORM OF CORRESPONDENCE TO THIS EMAIL ADDRESS.

16. **Sponsor:** The Sponsor of the Campaign is Chiquita Brands L.L.C. (“Chiquita”), 1855 Griffin Rd., Suite C-436 Dania Beach, FL 33004 USA. By submitting an entry to this Campaign, You, the participant, have affirmatively reviewed, accepted, and agreed to these Official Rules set forth herein.

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