

US Sweepstakes & Fulfillment Company
Chiquita X DM4 Sweepstakes (US)
OFFICIAL RULES
REVISED FINAL: 6/24/24

THE CHIQUITA X DM4 SWEEPSTAKES
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 IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in the Chiquita X DM4 Sweepstakes (the “Sweepstakes”), you unconditionally accept and agree to comply with and abide by these Official Rules (the “Official Rules”) and the decisions of Chiquita Brands L.L.C. (the “Sponsor”) and US Sweepstakes & Fulfillment Co. (the “Sweepstakes Administrator”), which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

- 1. ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, including the District of Columbia, who are age 18 or older and the age of majority in their state of residence (19 and older in Alabama and Nebraska; 21 and older in Mississippi) at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. territories and possessions, and overseas military installations, outside the U.S., and wherever else prohibited by law. Employees of Sponsor, Sweepstakes Administrator, Universal Pictures Marketing, a division of Universal Film Exchanges LLC (“Universal”), and their respective subsidiaries, affiliates, advertising and promotion agencies (collectively, the “Sweepstakes Entities”), and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws and regulations.
- 2. SWEEPSTAKES ENTRY PERIOD:** The Sweepstakes begins at 03:00:01 AM Eastern Time (“EDT”) on Monday, June 24, 2024 and ends at 11:59:59 PM EDT on Wednesday, July 31, 2024 (the “Sweepstakes Period”). The Sponsor’s computer shall be the official timekeeping device for this Sweepstakes.
- 3. HOW TO ENTER:** During the Sweepstakes Period, visit the Sweepstakes Website by scanning a QR code found on Sweepstakes signage in participating retailers using your web-enabled mobile device or directly visit www.chiquita.com/dm4-promo-usa (the “Sweepstakes Website”). Upon visiting the Sweepstakes Website, follow all entry instructions to complete the entry form, including, but not limited to, first name, last name, email address, full shipping address, city, state, and zip code, and submit to receive one (1) entry into the Sweepstakes (the “Entry”). No P.O. boxes accepted. To complete the submission, the participants, need to accept the promotion Official Rules and the Sponsor’s Privacy Policy. The participants might be required to complete a reCAPTCHA/anti robot validation before submitting their entry form. **Entries must**

be received between Monday, June 24, 2024 at 03:00:01 AM EDT and Wednesday, July 31, 2024 at 11:59:59 PM EDT. All Entries become the property of the Sponsor and will not be acknowledged or returned. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://www.chiquita.com/privacy-policy/>.

There is a limit of one (1) Entry per person during the Sweepstakes Period regardless of whether entrant has more than one email address. Although subsequent attempts to enter on a given day may be received, only the first complete Entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified. In the event of a dispute over the identity of an entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sweepstakes Entities are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. Standard data rates may apply if a mobile device is used for 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.

- 4. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:** There are two hundred fifty (250) prizes (each, a "Prize") available to be won. Each Prize winner (each, a "Winner") will receive a prize package that will include the following components:
- One (1) beach bag;
 - One (1) beach towel; and
 - One (1) hat.

The ARV of each Prize is \$49.00 USD.

The total ARV of all prizes available to be won: \$12,250.00 USD. There is a limit of one (1) prize per person/household. No more than the stated number of Prizes will be awarded. Odds of winning will depend upon the total number of eligible Entries received.

5. **RANDOM DRAWING:** The potential Winners will be selected in a random drawing on or about **Friday, August 9, 2024** from among all eligible Entries received during the Sweepstakes Period by the Sponsor.
6. **PRIZE CONDITIONS:** Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on Prize not specified herein are the Winner's sole responsibility. Winners are responsible for all federal, state, local and income taxes associated with winning prize.

Prize will be shipped to Winner's valid shipping address provided at the time of Entry. Allow six (6) to eight (8) weeks from winner verification date for shipment of Prize. The Sweepstakes 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. If a prize returns as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified and the prize may be awarded to an alternate winner in a separate random drawing (if applicable). If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings (if applicable) or if Sponsor fails to receive a sufficient number of Entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sweepstakes Entities and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the Prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the Winner's provided address, the Prize is considered awarded.

7. **PUBLICITY RELEASE:** Except where prohibited by law, entry and acceptance of Prize constitutes Winner's agreement (and agreement to confirm this grant in writing, if requested) and permission for Sponsor and Sweepstakes Entities to use Winner's name, prize won, hometown, likeness, video recordings, photographs, limited biographical information and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification, approval or permission.
8. **LIMITATION OF LIABILITY:** Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sweepstakes Entities and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Sweepstakes, and the acceptance and use/misuse of the prizes offered. By entering, entrants agree to release, hold harmless and covenant not to sue the Sponsor and Sweepstakes 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 Sweepstakes 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 Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of Entries; (vi) any claims based on publicity rights, defamation or invasion of privacy; and (vii) for any matter whatsoever as a result of your participation in this Sweepstakes. The Sponsor makes no claims, promises, or guarantees about the condition or usage of any 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 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 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 the Released Parties be liable for any damages whatsoever arising out of the possession and/or usage of any prizes. If you do not agree with any part of these Official Rules, do not enter the Sweepstakes. Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prizes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prizes at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. **LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE

SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **DISPUTES:** Governing law for the purposes of matters related to this Sweepstakes 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 Sweepstakes, you agree that: (a) any and all disputes arising out of or connected with this Sweepstakes 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 Sweepstakes 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 Sweepstakes, including any costs and attorneys' fees associated therewith; and (c) You waive all rights to have damages multiplied or increased.
10. **PRIVACY:** 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 Sweepstakes. As a condition of entering the Sweepstakes, you give consent for Sponsor to obtain and deliver your name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. 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.
11. **OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by August 9, 2024, to: **The Chiquita X DM4 Sweepstakes Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.
12. **WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after August 9, 2024), send a stamped, self-addressed envelope (no later September 9, 2024) to: **The Chiquita X DM4 Sweepstakes Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.
13. **SPONSOR:** Chiquita Brands L.L.C., 1855 Griffin Rd., Suite C-436, Dania Beach, FL 33004.
14. **SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. www.ussweeps.com

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This promotion is not administered by Universal. Entrants are providing information to Sponsor and not to Universal. Any questions concerning this promotion should be directed to the Sponsor and not to Universal.