

Official Rules and Regulations for Del Monte Fresh Produce N.A., Inc.'s "Fruity Floaties" Giveaway

This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or any of their affiliates, employees, owners or subsidiaries. The Contestant ("You") are providing your information to Del Monte Fresh Produce N.A., Inc. and not to Facebook, Instagram or any of their affiliates, employees, owners or subsidiaries. The information you provide will be used for this Giveaway only and will not be shared with any other corporate party outside of Del Monte Fresh Produce N.A., Inc. and its partners, agencies, and public audiences.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Giveaway is open only to those who enter the Giveaway in accordance to the Giveaway rules outlined below and who are legal residents of The United States or Canada and over the legal age of the respective country, and is void where prohibited by law. Employees of Del Monte Fresh Produce N.A., Inc., or its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and regulations.

2. **Agreement to Rules:** By participating in this Giveaway, You agree to be fully and unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Del Monte Fresh Produce N.A., Inc. as final and binding as it relates to the content of this Giveaway.

RULES:

- a. Entries are limited to one entry, per person, per social media platform. Any entries considered fraudulent or duplicate will preclude that entrant from being awarded a prize.
- b. Entries will be accepted on the following platforms: Facebook.com or Facebook App, Instagram.com or Instagram App, Twitter or Twitter App.
- c. An official entry consists of the following:
 - i. Facebook: A comment on the Del Monte Fresh page or on the "Fruity Floaties" giveaway post;
 - ii. Instagram: A comment on any of the Del Monte Fresh "Fruity Floaties" giveaway posts;
 - iii. Twitter: Following @DelMonteFresh and re-tweeting any of the Del Monte Fresh "Fruity Floaties" giveaway tweets.
- d. Any entry containing language or material that Del Monte Fresh Produce N.A., Inc., in its sole discretion deems crude, violent, inflammatory or otherwise inappropriate will be discarded.

3. **Giveaway Period:** Entries will be accepted online starting at 10 a.m. EST on June 22nd, 2018 and ending 11:59 p.m. EST May 10th, 2018. All online entries must be received by 11:59 p.m. EST June 29th, 2018 to be eligible for consideration.

4. **Prizes:** Three winners (the “Winners”) will be selected following closure of the Giveaway Period based on a random selection process from the correct entries. The Winners will each receive an inflatable fruit-themed float, pair of Del Monte Fresh sunglasses and a Del Monte Fresh chapstick. Actual/appraised value may differ at time of prize award. Shipping costs will be covered solely by Del Monte Fresh Produce N.A., Inc. upon receipt of Winners’ shipping addresses. Del Monte Fresh Produce N.A., Inc. and its partners are not liable for any mistake made by Winners or shipping fulfillment providers in delivery of the prize. The specifics of the prize shall be solely determined by Del Monte Fresh Produce N.A., Inc. 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.

5. **Odds:** The odds of winning depend on the number of eligible entries received.

6. **Winner Selection and Notification:** Winners will be selected at random from among the correct entries under the supervision of Del Monte Fresh Produce N.A., Inc. Winners will be notified by comment, tag, or direct message via the platform from which the entrant submitted their entry within five (5) days following selection of Winners. If the entrant has entered Giveaway on multiple platforms, any platform can be used to contact Winner. Del Monte Fresh Produce N.A., Inc. shall have no liability for Winners’ failure to receive notices due to spam, junk e-mail or other security settings or for Winners’ provision of incorrect or otherwise non-functioning contact information. If a Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, the prize shall be forfeited and an alternate Winner selected. Receipt by Winners of the prize offered in this Giveaway 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 Del Monte Fresh Produce N.A., Inc.’s SOLE DISCRETION) WILL RESULT IN WINNER’S DISQUALIFICATION AS A WINNER OF THE GIVEAWAY, AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

7. **Rights Granted by You:** By entering content (e.g., photo, video, text, etc.) in this Giveaway, You understand and agree that Del Monte Fresh Produce N.A., Inc., anyone acting on behalf of Del Monte Fresh Produce N.A., Inc., and Del Monte Fresh Produce N.A., Inc.’s licensees, successors, and assignees, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media known or hereafter developed, in perpetuity and throughout the world, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Giveaway, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. Furthermore, by entering this Giveaway, 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 Del Monte Fresh Produce N.A., Inc. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Del Monte Fresh Produce N.A., Inc. its

parents, subsidiaries and affiliates and its officers, directors, employees and representatives from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Del Monte Fresh Produce N.A., Inc., may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

8. Terms & Conditions: Del Monte Fresh Produce N.A., Inc. reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Giveaway should virus, bug, non-authorized human intervention, fraud, or other cause beyond Del Monte Fresh Produce N.A., Inc.'s control corrupt or affect the administration, security, fairness, or proper conduct of the Giveaway. In such case, Del Monte Fresh Produce N.A., Inc. may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Del Monte Fresh Produce N.A., Inc. Del Monte Fresh Produce N.A., Inc. 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 Giveaway or website or violates these Terms & Conditions. Del Monte Fresh Produce N.A., Inc. has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Giveaway rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws. Should such attempt be made, Del Monte Fresh Produce N.A., Inc. reserves the right to seek damages to the fullest extent permitted by law.

9. Limitation of Liability: By entering, You agree to release and hold harmless Del Monte Fresh Produce N.A., Inc. and its parents, subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether or not caused by gross negligence or otherwise, from: (i) such entrant's participation in the Giveaway and/or his/her 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 Giveaway; (v) electronic or human error in the administration of the Giveaway or the processing of entries; and (vi) for any matter whatsoever as a result of your participation in this Giveaway.

10. Disputes: This Giveaway IS GOVERNED BY THE LAWS OF The United States and Canada as either may apply WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The United States District Court for the Southern District of Florida will have the sole jurisdiction over any and all disputes. All parties irrevocably waive their right to trial by jury. As a condition of participating in this Giveaway, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the state or province of entrant's residence having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages,

including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Giveaway). Participant further waives all rights to have damages multiplied or increased.

11. **Sponsor:** The Sponsor of the Giveaway is Del Monte Fresh Produce N.A., Inc., 241 Sevilla Ave, Coral Gables, FL 33134.

By submitting an entry to described Giveaway, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules contained in the clauses above.