

Avocados From Mexico® Fiestas Patrias Sweepstakes
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

AGREEMENT TO OFFICIAL RULES: BY ENTERING THE AVOCADOS FROM MEXICO® FIESTAS PATRIAS SWEEPSTAKES (“SWEEPSTAKES”), YOU AGREE TO ABIDE BY AND BE BOUND BY THESE OFFICIAL RULES. PLEASE READ THESE RULES CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE RELEASED PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 states of the United States and D.C., who are 18 years of age or older at the time of entry. Sweepstakes is void where prohibited by law. Employees, officers and directors of Avocados From Mexico, Inc. (the “Sponsor”), its parent company, subsidiaries, affiliates and partners, Augustineldeas, and Promotion Fulfillment Center (“Administrators”), and any other promotion agencies and other agencies involved in this Sweepstakes, and each of their respective affiliates (collectively, the “Released Parties”), and members of the same the household and immediate family members (spouse, child, parent, sibling and their respective spouses) of all such employees/officers/directors, are NOT eligible to enter or win. Sweepstakes is subject to all federal, state, and local laws and regulations.

PROMOTION PERIOD: This Sweepstakes begins at 12:00:01 a.m. EDT on September 6, 2016 and ends at 11:59:59 p.m. EDT on October 15, 2016 (“Entry Period”).

TO ENTER THE SWEEPSTAKES: Visit www.vidaaguacate.com/avofiesta and complete the onscreen instructions which will direct you to attach an image and to provide a short caption of what Hispanic Heritage means to you. Then click the “Click To Tweet” button to tweet your image and caption via your Twitter account and to earn one (1) entry into the Sweepstakes. You can also enter without visiting the website by tweeting an image with a short caption of what Hispanic Heritage means to you. The tweet must include the tag to Avocados From Mexico (@AvosFromMexico) and the hashtags #AvoFiesta and #Sweepstakes to qualify as an entry into the Sweepstakes. If you are using the website to build your tweet, the website will generate the tag to Avocados From Mexico and the proper hashtags to your tweet.

In order to enter the Sweepstakes, you must have a Twitter account and you must follow the Sponsor’s Twitter Account @AvosfromMexico. If you do not have a Twitter account, go to www.twitter.com to create one; Twitter accounts are free. Use of Twitter and any of its features are subject to Twitter’s terms and conditions. Content of Tweets must conform to Twitter’s guidelines. Twitter is not a Sponsor of, or associated in any way with this Sweepstakes.

Limit one (1) entry per person/Twitter Account per day. A “day” begins at 12:00 a.m. EDT and ends at 11:59:59 p.m. EDT. Any attempt by any person to submit multiple entries during the same day by using multiple/different e-mail/Twitter accounts or any other method will void all entries submitted and that person will be disqualified. Entries will be deemed to have been submitted by the account holder associated with the email address provided or the Tweet. The authorized account holder is defined as the natural person who is assigned to an account by the email service provider or by Twitter. The potential winner may be required to provide Sponsor with proof that he/she is the authorized account holder associated with the winning entry. Entries that have been generated by a script, macro, bot or any other

automated means will be deemed void. The Released Parties assume no responsibility for lost, late, or misdirected entries or any computer, online, telephone, or technical malfunctions that may occur. All entries become Sponsor's property and will not be returned or acknowledged. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, including the interpretation of these Official Rules and Sponsor's exercise of discretion, which will be final and binding in all respects.

Please see the "Privacy" section below for details regarding the use of personal information collected in connection with this Sweepstakes.

WINNER SELECTION: The potential winners will be selected in a random drawing by one of the Administrators on or about October 20, 2016 from among all eligible entries received. Odds of winning a prize depend on the number of eligible entries received throughout the Entry Period. Sponsor's decisions on all matters relating to the Sweepstakes are final and binding.

PRIZES: Fifty (50) Grand Prizes: a \$20 Visa® Gift Card. Gift Card is subject to terms and conditions set by the issuer. **One Thousand (1,000) First Prizes:** an Avocado Peeler. Approximate Retail Value ("ARV") of each First Prize: \$1.75. Total ARV of all prizes combined: \$2,750. **Limit one prize per person.**

Visa® is a registered trademark of Visa Inc., which does not sponsor, endorse, or approve the use of its products in connections with this Sweepstakes.

ALL EXPENSES OR COSTS ASSOCIATED WITH ACCEPTANCE OF A PRIZE NOT MENTIONED HEREIN ARE THE SOLE RESPONSIBILITY OF THE PRIZE WINNER. No cash equivalent or other substitutions will be permitted, except the Sponsor reserves the right in its sole discretion to substitute any prize with another prize of equal or greater value in the event that the prize (or any component thereof) is not available as determined by the Sponsor in its sole discretion. Any local, state or federal taxes associated with any prize awarded in connection with the Sweepstakes are the sole responsibility of the Prize Winner.

PRIZE NOTIFICATION: Each potential winner will be notified via Direct Message on Twitter. If a potential winner does not respond per the directions in the direct message within 48 hours after the first attempt to contact him/her, the potential winner's prize may be forfeited and Sponsor may award the prize to an alternate potential winner selected at random from the remaining eligible Entries. If potential winner no longer follows the Sponsor @AvosFromMexico on Twitter, Sponsor will be unable to send a direct message, potential winner will be disqualified and Sponsor may award the prize to an alternate potential winner selected at random from the remaining eligible Entries. If notified winner is not eligible, forfeits the prize, declines the prize, or fails to comply with these Official Rules, then notified winner will be disqualified and an alternate winner may be randomly selected from remaining non-winning entries. If a prize is returned, if a prize notification is returned as undeliverable or if the potential winner fails to accept a prize within the specified time period, the Sponsor may, in its sole discretion, disqualify the potential winner and declare the prize forfeited. If a prize is forfeited, no compensation will be given.

PUBLICITY RELEASE: Subject to applicable law, by accepting the prize, a winner irrevocably grants to Sponsor the right to use and publish his/her proper name, city and state of residence, likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by winner regarding the Sweepstakes or Sponsor online and in print and in any other media now known or hereafter developed, worldwide, in perpetuity, in connection with the Sweepstakes and for advertising and promotional purposes, without additional compensation or notification.

RELEASE AND LIMITATIONS OF LIABILITY / ADDITIONAL TERMS: By entering the Sweepstakes, each Entrant agrees, and by accepting a prize, each winner agrees, to release, indemnify and hold harmless the Released Parties from and against any liability, loss, damage, cost, and expense that the Released Parties may suffer as a result of any claims, suits, demands, actions, causes of action ("Claims"), penalties, expenses, or costs, including reasonable attorneys' fees ("Losses"), whether foreseen or unforeseen, that may be made or had against the Released Parties arising from or in connection with the Sweepstakes, including, but not limited to, all such Claims and Losses arising from: 1) any prize won; 2) the negligence, reckless acts, and/or intentional or willful misconduct by Entrants or winner; 3) any injuries, death, damage to persons or property, losses, or other damage of any kind that the Entrants or winner may sustain which may be caused, directly or indirectly, in whole or in part, from or in connection with their participation in the Sweepstakes or receipt of any prize, unless prohibited by law; and 4) any claims based on publicity rights, defamation, misappropriation, false association, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related cause of action and/or breach of contract. THE RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANTS' ACCESS TO AND USE OF THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES; OR (2) WINNER'S USE OF PRIZE. THE RELEASED PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION SHALL NOT EXCEED \$100. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED.

As a condition of entering the Sweepstakes, winner gives consent for Sponsor to obtain and deliver his/her name, address, and other information to third parties for the purpose of administering this Sweepstakes and complying with applicable laws, regulations, and rules. Any information Entrants provide to Sponsor may be used to communicate with Entrant in relation to this Sweepstakes or on a Sweepstakes winners list. Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Sweepstakes, or in the announcement of prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including, but not limited to: fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award the prize to an Entrant randomly selected from among all valid and eligible entries received up to the time of such Force Majeure event.

DISPUTES; GOVERNING LAW: The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by private and confidential binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party including any form of class or representative action. The arbitration shall be conducted in the District of Columbia. ALL ASPECTS OF THE OPERATION OF THE SWEEPSTAKES, AS WELL AS THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEMENT OF THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS

TERMS, AS WELL AS THE RESPECTIVE RIGHTS OF THE SPONSOR OF, PARTICIPANTS IN, AND WINNER OF THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE DISTRICT OF COLUMBIA WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the District of Columbia. The parties agree not to raise the defense of forum non conveniens.

PRIVACY: All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at: <http://www.avocadosfrommexico.com/privacy-policy/>. By participating in the Sweepstakes and providing any personal information, Entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted the terms of Sponsor's privacy policy.

WINNER NAMES: The names of the winners will be posted at www.vidaaguacate.com/avofiesta after all winners are confirmed, or you may mail a self addressed stamped envelope to : Avocados From Mexico Fiestas Patrias Sweepstakes Winners List, Attn: Kayla Tallman, Augustineldeas, 532 Gibson Dr, Ste. 250, Roseville, CA 95678. All mailed requests must be received by November 15, 2016.

Sponsor: Avocados From Mexico Inc., 222 W. Las Colinas Blvd., Suite 850E, Irving, TX 75039.

Administrators: Promotion Fulfillment Center, 311-21st Street, Camanche, IA 52730.
Augustineldeas, 532 Gibson Drive, Suite 250, Roseville, CA 95678.