

CHIQUITA'S HOLIDAY PROMOTION 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.

MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE IN CONJUNCTION WITH PARTICIPATION IN GIVEAWAY.

This Chiquita's Holiday Promotion ("Promotion") is in no way sponsored, endorsed or administered by, or associated with Meta (including Instagram) or any of their affiliates, employees, owners or subsidiaries. Any questions concerning this Promotion should be directed to the Sponsor and not to Meta.

By participating in the Promotion, you (the "Entrant") 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 "Promotion Administrator"), which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification from the Promotion.

- 1. ELIGIBILITY:** The Promotion is only open to those individuals who: (i) enter the Promotion in accordance with these Official Rules; (ii) are legal residents of the 50 United States, including the District of Columbia; (iii) 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; and (iv) adhere to these Official Rules and accept the Sponsor's Privacy Policy which can be found at <https://www.chiquita.com/privacy-policy/>. The Promotion is 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, officers, and directors of Sponsor, Promotion Administrator, and their respective subsidiaries, affiliates, advertising and promotion agencies (collectively, the "**Promotion 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. Promotion is subject to all applicable federal, state and local laws and regulations.
- 2. PROMOTION ENTRY PERIOD:** The Promotion begins at 9:00 AM Eastern Time ("ET") on Wednesday, November 20, 2024 and ends at 11:59 PM ET on Monday, December 9, 2024 (the "**Promotion Period**"). Within the Promotion Period, there are twenty (20) Daily Entry Periods (each, a "**Daily Entry Period**") as defined in the "Daily

Entry Periods Schedule” below. Entries must be received during a Daily Entry Period to be eligible for that Daily Entry Period’s prizes. Non-winning Entries for a Daily Entry Period will not roll over to subsequent Daily Entry Periods. The Sponsor’s computer shall be the official timekeeping device for this Promotion. After the Promotion Period, no further Entries to the Promotion will be permitted.

DAILY ENTRY PERIODS SCHEDULE			
Entry Period #	DAILY ENTRY PERIODS All eligible Entries must be received between:		# of Prizes per Daily Entry Period
	Daily Entry Period Start:	Daily Entry Period End: 11:59 PM ET on:	
1	9:00 AM ET on 11/20/24	11/20/24	50
2	12:00 AM ET on 11/21/24	11/21/24	50
3	12:00 AM ET on 11/22/24	11/22/24	50
4	12:00 AM ET on 11/23/24	11/23/24	50
5	12:00 AM ET on 11/24/24	11/24/24	50
6	12:00 AM ET on 11/25/24	11/25/24	50
7	12:00 AM ET on 11/26/24	11/26/24	50
8	12:00 AM ET on 11/27/24	11/27/24	50
9	12:00 AM ET on 11/28/24	11/28/24	50
10	12:00 AM ET on 11/29/24	11/29/24	50
11	12:00 AM ET on 11/30/24	11/30/24	50
12	12:00 AM ET on 12/1/24	12/1/24	50
13	12:00 AM ET on 12/2/24	12/2/24	50
14	12:00 AM ET on 12/3/24	12/3/24	50
15	12:00 AM ET on 12/4/24	12/4/24	50
16	12:00 AM ET on 12/5/24	12/5/24	50

17	12:00 AM ET on 12/6/24	12/6/24	50
18	12:00 AM ET on 12/7/24	12/7/24	50
19	12:00 AM ET on 12/8/24	12/8/24	50
20	12:00 AM ET on 12/9/24	12/9/24	50

- 3. HOW TO ENTER:** Access to the internet, a valid personal and public Instagram account, and access to the Instagram App are required to participate. During the Promotion Period complete the following steps to enter the Promotion:
- i. Step One: Log in to your personal, public Instagram account on Instagram App (please note that any mobile/desktop browser version will not be able to participate) and follow @chiquitabanana on Instagram;
 - ii. Step Two: Locate the participating post published by @chiquitabanana on November 20, 2024 referring to this Promotion (“Chiquita Post”);
 - iii. Step Three: Comment on the Chiquita Post with the hashtag #yellowholidays;
 - iv. Step Four: Once the above steps (i), (ii), and (iii) are completed, you will receive a direct message from @chiquitabanana (the “Direct Message”). Follow the instructions in the Direct Message form @chiquitabanana to read, accept and agree to the Official Rules and the applicable Privacy Policy, provide your full name, phone number, mailing address, email address, and your size preference of the Prize (as defined below) in case of winning the Prize, and click the “DISCOVER IF YOU WON” prompt.

By completing the above steps (i), (ii), (iii) and (iv) in their entirety you will receive one (1) entry into the Promotion (the “**Entry**”). Entries must be received between Wednesday, November 20, 2024 at 9:00 AM ET and Monday, December 9, 2024 at 11:59 PM ET. All Entries become the property of the Sponsor and will not be acknowledged or returned. Only the first comment made by an Entrant to the Chiquita Post will be considered as valid for entry. If the Entrant edits his/her comment, any such modification shall not be considered for this Promotion. Only the initial comment will be considered valid. If the Entrant deletes his/her comment or unfollows @chiquitabanana before all winners are verified for the Promotion, any potential win won’t be able to be validated and, therefore, the Entry will be disqualified.

For the purposes of these Official Rules, the Entrant will be deemed to be in receipt of Sponsor’s Direct Message on the day that the Direct Message was sent by Sponsor. Sponsor shall have no liability for any Direct Message or winner notification that is lost, intercepted or not received by the potential Winner for any reason. If, despite reasonable efforts, a potential Entrant and/or Winner does not respond to the Direct Message 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 Winner, such

potential Winner will forfeit the applicable Prize and an alternate Winner may be selected.

There is a limit of one (1) Entry per person during the Promotion Period. Any additional entries will be void and ineligible. Multiple Entrants are not permitted to share the same Instagram account. Although subsequent attempts to enter 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 Instagram account, 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 Instagram Account from which the Entry is submitted. Authorized Account Holder means the natural person to whom the Instagram account is registered. 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 Instagram account 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. Entrants are solely responsible for managing their profile, particularly with regard to (i) Viewing messages containing instructions for claiming the Prize; and (ii) Implementing security measures to prevent unauthorized individuals from accessing their profile. The Promotion 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 or mobile device related to or resulting from participating in the Promotion. Further, the Promotion Entities shall not have any responsibility if any of the following situations occur: (i) Entrant does not check their Instagram account's Direct Messages or follow requests on Instagram for any reason or impediment; (ii) Entrant deletes their social media profile; (iii) Entrant cannot be contacted due to a private profile or privacy settings that do not allow for the receipt of Direct Messages; and (iv) any other issues caused by the configuration of the user's device that may affect the Entrants' performance during participation. 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.

You do not need to include anything in your comment other than #yellowholidays. However, if you choose to include additional content in your comment, you must abide by the following guidelines and conditions: (i) Entry cannot contain content that is irrelevant to the purpose of the Promotion; (ii) Any content included with the Entry must be original and Entrant's own work; (iii) Entry cannot be profane, pornographic, sexually explicit or suggestive or contain nudity; (iv) Entry cannot be violent or promote

firearms/weapons; (v) Entry cannot promote alcohol, illegal drugs or tobacco; (vi) Entry cannot defame, misrepresent or contain disparaging remarks about people, brands, products or companies; (vii) Entry cannot contain content that defaces or depicts any person, brand, product or company in a negative or inappropriate manner; (viii) Entry cannot be obscene or offensive, endorse any form of hate or hate group or be derogatory to any ethnic, racial, gender, religious, professional or age group; (ix) Entry cannot reference or contain materials embodying copyrighted images, names, likenesses or other indicia identifying any brand, products, company or person, living or dead, without permission; (x) Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor and Instagram wish to associate; (xi) Entry cannot depict illegal activity and cannot itself be in violation of any law; and (xii) Entry cannot in any way reference persons or organizations without written permission from any person or organization whose name or likeness is used.

By submitting an Entry, Entrant warrants and represents that: (i) Entry does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (ii) Entrant owns all rights to the Entry, including without limitation, copyrights; and (iii) Entrant will indemnify and hold harmless the Promotion Entities, and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Promotion.

ENTRIES ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER.

- 4. PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:** There are one-thousand (1,000) prizes (each, a “Prize”) available to be won; fifty (50) Prizes per Daily Entry Period. Each Prize winner (each, a “Winner”) will receive an exclusive Chiquita Holiday Sweater. The ARV of each Prize is \$30.00.

The total ARV of all prizes available to be won: \$30,000.00. There is a limit of one (1) Prize per person. No more than the stated number of Prizes will be awarded. Odds of winning a Prize are dependent on the random winning time selected for each Prize available to be won, the number of Entrants in the Promotion, and the time and order any Entrant's Entry is submitted and recorded. The number of Prizes will diminish as they are awarded.

- 5. WINNER SELECTION AND NOTIFICATION:** Prizes will be awarded throughout the Promotion Period, pursuant to the process set forth herein. Fifty (50) random, computer generated winning times per Daily Entry Period, one (1) for each Prize available to be won, will be generated by the Sponsor. At the time a Entrant submits their Entry, if such person is the first eligible Entrant to receive an Entry at or after a

computer-generated, randomly selected winning time, that Entrant will receive an Instagram direct message alerting them that they are a potential Winner. Non-winning Entrants will also be notified via Instagram direct message.

Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements in these Official Rules. All winning claims are subject to verification by the Sponsor and/or Promotion Administrator, whose decisions are binding. Even if an Instagram direct message shows that you are a winner, you are not a winner until your eligibility and the potential winning Entry have been verified. Once verified, Prize will be mailed to the Winner's mailing address provided at the time of entry within ninety (90) days of verification. In the event that a potential Winner is disqualified for any reason, or if there are unclaimed Prizes for any given Daily Entry Period, Sponsor will award the applicable prize to an alternate Winner selected by a random drawing from among all remaining eligible, non-winning Entries. Only one (1) alternate drawing will be held, after which any remaining Prizes will remain un-awarded.

ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR AND/OR PROMOTION ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED.

- 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. The Promotion Entities shall not be liable for any mistake made by Winners or shipping fulfillment providers in shipment or delivery of the Prize. Promotion Entities will not replace any lost or stolen Prizes or components of a prize(s). Only the number of Prizes stated in these Official Rules is available to be won in the Promotion. If, by reason of a print or other error, more Prizes are claimed than the number set forth in these Official Rules, Winners will be determined in a random drawing from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available. The specifics of the Prize model, color and size awarded shall be solely determined by the Sponsor. Size preference will be based on availability. 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 (as described above). 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 Promotion 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 Promotion 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 Promotion Administrator, and release the Promotion Entities, Meta Platforms, Inc. (including Instagram from Meta), and their affiliated companies, and all other businesses involved in this Promotion, 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 Promotion, and the acceptance and use/misuse of the prizes offered. By entering, Entrants agree to release, hold harmless and covenant not to sue the Released Parties 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) Entrant’s participation in the Promotion and/or their 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 Promotion 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 Promotion. 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 Promotion. Released Parties not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prizes.

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 Promotion, as determined by Sponsor. If, for any reason, the Promotion cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Promotion and any promotion it sponsors and (i) suspend the Promotion and modify the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (ii) 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 PROMOTION 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 PROMOTION, ENTRANT 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 PROMOTION 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

PROMOTION, 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 Promotion 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 Promotion, you agree that: (i) any and all disputes arising out of or connected with this Promotion which cannot be resolved between you and the Sponsor, shall be resolved individually without resort to any form of class action; (ii) in no event shall Sponsor and/or related Promotion 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 Promotion, including any costs and attorneys' fees associated therewith; and (iii) 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. Unless the Entrant has provided its consent for other uses by the Sponsor in accordance with applicable regulations (e.g. subscription to Chiquita's Newsletter), any Entrant's personal data that is collected by the Sponsor for the Entrant's participation in the Promotion, will be processed and stored exclusively for the Winner selection, Prizes delivery and for the purposes of the Promotion for a maximum term of six months from the end of the Promotion Period, unless it is required by applicable law to store it for a longer term, in case it is necessary to fulfil legal obligations and to allow any verifications by the authorities. A transfer of personal data of the Entrant from/to North America to/from EEA may occur exclusively for the purpose of executing this Promotion and/or other purposes consented by the Entrant. As a condition of entering the Promotion, you give consent for Sponsor to obtain and deliver your name, address and other information to third parties, including Promotion Administrator, for the purpose of administering this Promotion 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 Promotion or on a Promotion 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>. For questions relating to data protection, please contact: privacyus@chiquita.com. 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, see link in @chiquitabanana Instagram bio or send a self-addressed, stamped envelope by December 9, 2024, to: Chiquita's Holiday Promotion Official Rules Request, PO Box 654, Social Circle, GA 30025-0654.

12. WINNER CONFIRMATION REQUEST: For a written confirmation of the winners (available after December 9, 2024), send a stamped, self-addressed envelope (no later January 9, 2025) to: Chiquita's Holiday Promotion 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. PROMOTION ADMINISTRATOR: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. www.ussweeps.com

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