

**US Sweepstakes & Fulfillment Company**  
**Chiquita Pop By Nature Art Getaway Giveaway (US)**  
**OFFICIAL RULES**  
**FINAL: 2/5/25**

**THE CHIQUITA POP BY NATURE ART GETAWAY GIVEAWAY**  
**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 Pop By Nature Art Getaway Giveaway (the “Sweepstakes”), you (an, “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 “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 48 contiguous 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 or older in Mississippi) at the time of entry. Void in Alaska, Hawaii, Puerto Rico, Guam, the U.S. Virgin Islands, all other U.S. territories and possessions, and overseas military installments, outside the U.S., and wherever else prohibited by law. Employees of Sponsor, Sweepstakes Administrator, 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 02:59:01 AM Eastern Time (“ET”) on Saturday, March 1, 2025 and ends at 11:59:59 AM ET on Monday, March 31, 2025 (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/pop-by-nature-promo-usa](http://www.chiquita.com/pop-by-nature-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 and phone number, and submit to receive one (1) entry into the Sweepstakes (the “Entry”). To complete the submission, Entrants must accept and agree to these Official Rules and the Sponsor’s Privacy

Policy. Entrants might be required to complete a reCAPTCHA/anti robot validation before submitting their entry form. **Entries must be received between Saturday, March 1, 2025 at 02:59:01 AM ET and Monday, March 31, 2025 at 11:59:59 AM ET.** 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 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 ten (10) prizes (each, a "Prize") available to be won. Each Prize winner (each, a "Winner") will receive winner's choice of one (1) of the following two (2) trip package options.
- a. Prize Option A: Prize Option A includes a trip package for four (4) people, including Winner, one (1) adult guest, and two (2) minor guests under the age of 16, to New York, New York ("Prize Option A"). **The ARV of Prize Option A is \$5,300 USD.** Prize Option A trip package includes:
- Round-trip, economy/coach flights for four (4) people, to New York, New York from a major airport within the 48 contiguous United States nearest the Winner's residence as determined by the Sponsor.
  - Round-trip airport transfers to/from destination airport and hotel.

- Three (3) nights 4-star hotel accommodations in New York City based on a single room with quadruple occupancy for two (2) adults and two (2) children, includes daily breakfast.
  - Private 1-hour modern art museum tour for Winner and three (3) guests, includes professional guide and admission.
  - Admission for Winner and three (3) guests to an immersive art and technology exhibition.
  - Private street art tour of Brooklyn and graffiti workshop experience for Winner and three (3) guests, includes private guide, 1-hour tour and 1.5 hour workshop experience.
  - Admission for Winner and three (3) guests to a digital art exhibition experience at a skyscraper observation deck.
- b. Prize Option B: Prize Option B includes a trip package for four (4) people, including Winner, one (1) adult guest, and two (2) minor guests under the age of 16, to Los Angeles, California (“Prize Option B”). **The ARV of Prize Option B is \$5,300 USD.** Prize Option B trip package includes:
- Round-trip, economy/coach flights for four (4) people, to Los Angeles, California from a major airport within the 48 contiguous United States nearest the Winner’s residence as determined by the Sponsor.
  - Round-trip airport transfers to/from destination airport and hotel.
  - Three (3) nights 4-star hotel accommodations in Los Angeles based on a single room with quadruple occupancy for two (2) adults and two (2) children, includes daily breakfast.
  - Admission for Winner and three (3) guests to a modern art museum.
  - Admission for Winner and three (3) guests to a digital art museum.
  - Admission for Winner and three (3) guests to an immersive illusions museum.
  - A hands-on painting art experience for Winner and three (3) guests, includes a private room and equipment.
  - \$150 Lyft Gift Card.

**The total ARV of all prizes available to be won: \$53,000 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. **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. The ARV of prizes may vary based upon dates of travel and point of departure. The difference between the stated ARV of a prize and actual value of prize will not be awarded.

Winner’s guests must be legal U.S. residents. Trip packages are intended for four (4) people, including Winner, one (1) adult aged 18 or older and the age of majority in their state of residence and two (2) children under the age of 16. Notwithstanding the foregoing, and with the

understanding that the prize package includes only one (1) hotel room with quadruple occupancy, Winner may bring up to three (3) guests who are either: a) aged 18 or older and the age of majority in their state of residence (an "Adult Guest"); or b) aged less than the age of majority in their state of residence (a "Minor Guest"). If Winner is under the age of 21, then an Adult Guest must be aged 21 or older. Adult Guest(s) must complete and return a Travel Companion Liability & Publicity Release prior to travel as noted below. Minor Guest's parent or legal guardian must execute a Minor Travel Companion Liability Release on the Minor Guest's behalf, as applicable. Adult Guest and Minor Guests are collectively referred to herein as "Guest" or "Guests". If a Winner elects to travel or partake in the Prize with less than the allowable number of guests, no additional compensation will be awarded.

Unless otherwise stated in these Official Rules, all travel related expenses, including but not limited to, ground transportation taxes, gratuities, incidentals, upgrades, insurance, service charges, airport surcharges, departure taxes, hotel, resort or property fees, luggage fees, food & beverage and personal expenses are the sole responsibility of Winner and Guests. Photo identification and credit card or cash deposit may be required at any time for incidental charges (e.g., room service, use of telephone/IT services, laundry and all other optional extra services not provided in the Prize). Any person that participates in the trip that is not deemed to be a Guest must pay their own expenses. Winner and Guests must travel on same itinerary. Winner and Guests must each have valid photo ID and any other required documentation prior to departure. Trip must be booked at least six (6) weeks in advance and is only available through April 2, 2026. Trip must be used by April 2, 2026 or Prize will be forfeited in its entirety. Trip dates must include a Saturday night. Once booked, the Prize cannot be amended or cancelled. Travel arrangements must be made through an agent of the Sponsor and on an airline carrier of Sponsor's choice, if applicable. All reservations and travel are subject to availability. All holidays and holiday weekends are excluded. Prize is not available December 22, 2025 through January 2, 2026. Accommodations and event/experience reservations are subject to availability at time of reservation. Further blackout dates and advance booking requirements may apply. Availability is subject to factors such as weather, seasonality and space availability. Winner and Guests must agree to abide by all air carrier, hotel, venue, transportation, and any other prize-related activity rules and regulations in effect. Failure to do so may result in forfeiture of prize and no other substitution or compensation will be provided in lieu thereof.

Sponsor will, in its sole discretion, determine which airport is closest to Winner's home. In the event a Winner's residence is close enough to the trip destination such that air transportation is deemed by Sponsor in its sole discretion to be unnecessary, the Prize will not include air transportation from such Winner's residence and no other substitution or compensation will be provided in lieu thereof. Winner and Guests are responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance.

If weather or other incident or conditions beyond the control of the Sponsor affects the ability for Winner and Guests to redeem any portion of Prize during the scheduled date and time, then the Sponsor shall have no further obligation to the Winner and/or Guests other than to supply the remaining elements of the Prize package minus the unused portion of prize. Sponsor shall not

be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations. Sponsor is not liable for expenses incurred as a consequence of flight cancellation/delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by airline carrier as detailed in the passenger ticket contract. The passenger contracts in use by the airline or other transportation companies shall constitute the sole contracts with respect to the Winner and Guests' transportation and such contracts shall be solely between the prize Winner, their Guest(s) and such transportation companies. Trip components issued in connection with the Prize may not be eligible for frequent flyer miles, other rewards programs or upgrades. If for any reason whatsoever, Winner and/or a Guest are unable to travel after all travel arrangements have been made and paid, the Sponsor shall have no further obligation to the Winner.

Admission tickets and passes to museums, exhibitions, experiences and the like, are not redeemable for cash and will not be replaced if lost or stolen. All admission tickets and passes are subject to the issuing company's complete terms and conditions. In the event that a museum tour, exhibition and/or experience portion of the Prize does not take place as scheduled, for reasons such as cancellation, preemption or postponement, or for any reason beyond the control of the Sponsor, Sponsor's sole responsibility will be to award the remaining portion of the Prize and no additional substitution or compensation will be provided.

Lyft Gift Card (if applicable) is not redeemable for cash and will not be replaced if lost or stolen. Lyft Gift Card is subject to the issuing company's complete terms and conditions, including expiration dates.

In the event a Winner and/or Guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner and/or Guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner and/or Guest as a result of such conduct.

**SWEEPSTAKES ENTITIES SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF WINNER'S ACCEPTANCE OR USE OF THE PRIZE.**

Winners are responsible for all federal, state, local and income taxes associated with winning prize.

- 6. RANDOM DRAWING:** The potential Winners will be selected in a random drawing on or about **Wednesday, April 9, 2025** from among all eligible Entries received during the Sweepstakes Period by the Sponsor.

- 7. WINNER NOTIFICATION & VERIFICATION:** The potential Winners will be notified by the Sweepstakes Administrator via email and/or phone, and will be required to return, within five (5) days of notification, the following documents listed below. Noncompliance will result in disqualification and an alternate winner may be selected.
- a. Affidavit of Eligibility, Liability Waiver, and where allowable, a Publicity Release, completed and signed by Winner.
  - b. IRS W-9 Form, completed and signed by Winner. The IRS W-9 Form will require the Winner to furnish their Social Security Number for the sole purpose of tax reporting, as required by law.
  - c. Travel Companion Liability & Publicity Release(s) completed and signed by Adult Guest(s), and Minor Travel Companion Liability & Publicity Release(s) signed by such Minor Guest's parent or legal guardian.

If a prize notification or Prize is returned 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 Sponsor is unable to determine and verify a potential winner after repeated alternate drawings 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).

- 8. 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.
- 9. LIMITATION OF LIABILITY:** 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 are 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. FURTHER, RELEASED PARTIES SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM. **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.

- 10. 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.
- 11. 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.
- 12. OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, send a self-addressed, stamped envelope by April 2, 2025, to: **The Chiquita Pop By Nature Getaway Giveaway Official Rules Request**, PO Box 654, Social Circle, GA 30025-0654.
- 13. WINNER CONFIRMATION REQUEST:** For a written confirmation of the winners (available after April 9, 2025), send a stamped, self-addressed envelope (no later than May 9, 2025) to: **The Chiquita Pop By Nature Getaway Giveaway Winner Confirmation Request**, PO Box 654, Social Circle, GA 30025-0654.
- 14. SPONSOR:** Chiquita Brands L.L.C., 1855 Griffin Rd, Suite C-436, Dania Beach, FL 33004.



**15. SWEEPSTAKES ADMINISTRATOR:** US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044

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