



Official Rules: Super Fresh Game Day Sweepstakes

Sponsored by Duda Farm Fresh Foods and Mission Produce

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- Promotion Period:** Super Fresh Game Day Sweepstakes (collectively, the “**Promotion**”) commences at 12:00:01 AM Eastern Time (“**ET**”) on January 6, 2016 and ends at 11:59:59 PM ET on February 7, 2016 (the “**Promotion Period**”). Within the Overall Promotion Period there will be five (5) drawings to select five (5) winners at random. All entries must be received by 11:59:59 PM ET on February 7, 2016. Entries submitted past the expiration of the Promotion Period will not be accepted and will be destroyed.
- Administrator/Sponsors:** The Promotion shall be administered by DMA Produce Solutions, Inc. (“**DMA**”) and sponsored by Duda Farm Fresh Foods and Mission Produce (“**SPONSORS**”).
- Eligibility:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia (excluding Puerto Rico and all other US territories) who are 18 years of age or older at the time of entry. Employees (and their immediate families (i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of DMA, SPONSORS, and each of their respective parents, affiliated companies, sponsors, subsidiaries, advertising and promotion agencies and third party fulfillment or judging agencies (collectively, the “**Promotion Entities**”) are not eligible to enter or win the Promotion.
- How to Enter:** To enter the Promotion, an entrant (“**Entrant**”) must, via a standard web browser, visit <http://info.dudafresh.com/super-fresh-game-day-sweepstakes> (the “**Website**”) at any time during the Promotion Period and: (a) follow the on-screen instructions to register with SPONSORS by completing all required fields on the Website and (b) electronically agree to the Official Rules. Upon completion of the entry, the Entrant will be automatically entered for a chance to win a Prize. Limit one (1) entry per person or email address per day. If more than one (1) entry per person or email address is received in a day, only the first entry received will be eligible for, and entered in, the Promotion. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents will void all entries made by, or associated with, the applicable Entrant. In the event of a dispute over who submitted an entry, the authorized subscriber of the e-mail account provided in connection with the entry, as of the actual time of entry, will be deemed to be the Entrant. The “authorized account subscriber” is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization (e.g. business, education, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Sponsors.



By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By participating in the Promotion, participants agree to release, discharge and hold harmless Promotion Entities (defined below) from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of prizes. Further, the Promotion Entities do not make any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the use of any prize, including, without limitation, quality, merchantability, and fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority. Should SPONSORS, determine, in their sole discretion, that any Entrant has violated any of the provisions in the Official Rules, SPONSORS shall have no obligation to award a Prize to such Entrant. SPONSORS reserve the right, in their sole discretion, to disqualify any Entrant it finds to be acting in violation of these Official Rules or any federal or state, law, rule or regulation. SPONSORS reserves the right, in addition to the right to disqualify such Entrant, to seek damages and other remedies from any such Entrant to the fullest extent permitted by law.

5. **Prizes:** Five Prizes will be awarded. Each week for a total of five (5) weeks throughout the Promotion period, one (1) winner will be randomly drawn from among all eligible entries received and will be awarded a Prize consisting of: One Samsung 50” LED Smart TV + one box of avocados + One year of free celery.

The approximate retail value (“ARV”) of the prize is \$750 USD.

The total ARV of ALL Prizes available to be won in this Promotion is \$3,750 USD.

Winners may not substitute, assign or transfer Prizes or redeem Prizes for cash, but SPONSORS reserve the right, at its sole discretion, to substitute a Prize (or any portion thereof) with one of comparable or greater value. Further, SPONSORS reserve the right to forfeit or award any unclaimed or leftover Prizes at its sole discretion. Additional restrictions may apply.

6. **Prize Drawing:** The potential Prize Winners will be selected in a random drawing to be held on or about February 14, 2016, at the offices of DMA Solutions, Inc. from among all valid entries received during the Promotion Period. The potential Winners will be notified within a maximum of thirty (30) days of the drawing date via phone, e-mail or certified mail.

Drawing conducted on:	Prize:	Winner contacted:
January 11, 2016	One Samsung 50” LED Smart TV + one box of avocados + One year of free celery	By January 15, 2015
January 18, 2016	One Samsung 50” LED Smart TV + one box of avocados + One year of free celery	By January 22, 2016

January 25, 2016	One Samsung 50" LED Smart TV + one box of avocados + One year of free celery	By January 29, 2016
February 1, 2016	One Samsung 50" LED Smart TV + one box of avocados + One year of free celery	By February 5, 2016
February 8, 2016	One Samsung 50" LED Smart TV + one box of avocados + One year of free celery	By February 12, 2016

If a potential Winner of any Prize either declines a Prize, or does not respond to the potential prize notification within seven (7) calendar days of such notice, or is deemed ineligible to accept the Prize, an alternate Winner will be chosen in a subsequent random drawing to be held after the disqualification of the previous potential Winner. In order to receive any Prize, the winning Entrant will be required to complete and return to SPONSORS or its designated agent an Affidavit of Eligibility and a Liabilities/Publicity Release Form (“**Affidavit and Release**”), except where prohibited by law within seven (7) calendar days of acceptance. Failure to return the signed Affidavit and Release may result in forfeiture of the Prize, except where prohibited by law. All Prize awards are subject to verification eligibility as determined by SPONSORS in its sole discretion and strict compliance with these Official Rules.

In the event the potential Winner of any Prize is a Canadian resident, he or she will be required to correctly answer a time-limited mathematical and unaided skill-testing question to be administered by e-mail/phone to receive the Prize. The skill-testing question for Canada is what is $20 \times 15 + 30 - 10$?

The number of eligible entries received will determine the odds of winning a Prize.

7. **Limitation on Liability:** Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/e-mail submitted to SPONSORS. By entering, each Entrant agrees to abide by the Official Rules and the decisions of SPONSORS, or its designated agent, which are final and legally binding in all respects. Each Entrant further agrees that Prizes are awarded upon the condition that the Entrants hold the Promotion Entities harmless from any and all injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of the Prizes, or participation in this Promotion or participation in or travel to any Promotion or Prize related activities. Entrants further acknowledge that the Promotion Entities have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Promotion Entities are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, lost or unreceived entries, whether caused by Promotion Entities, users, entrants or by any of the equipment or programming associated with or utilized in the Promotion or on the Website or by technical or human error which may occur and/or which may damage a user’s system or limit an Entrant’s ability to participate in the Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A



VIOLATION OF LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Promotion is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the SPONSORS which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion. The SPONSORS reserve the right at its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Promotion or any element thereof and SPONSORS may conduct a random drawing to award the Prize using all eligible, non-suspect entries received as of the date of action requiring such termination. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

8. **Use of Information:** By accepting a Prize, the Winners consent to and give SPONSORS and any other party authorized by SPONSORS the right to video and/or audio tape the Winners with a Prize or during a Prize activity and to use, adapt, publish, develop and/or edit the Winners' name, address (city, state or province only), voice, likeness, photograph, biographical information and/or statements about the Promotion for publicity, advertising, trade and promotional purposes in any and all media now known or hereafter discovered, worldwide, and on the world wide web without review, notification or approval, and without additional compensation, in perpetuity, except where prohibited by law.
9. **Taxes:** All income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of the Prizes and any other fees or costs associated with the Prize are solely Prize Winner's responsibility. It is the Prize Winner's responsibility to understand and abide by any federal, state, province local or foreign tax laws that may apply to receipt of a Prize. The Prize Winners may be required to complete certain tax information reporting forms before or upon receipt of a Prize.
10. **Governing Law:** By completing the act of entering the Promotion, each Entrant agrees that the Promotion shall be governed by the laws of California, USA. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of California, USA.
11. **Severability:** If any provision of these Official Rules is determined to be invalid or unenforceable, the remaining provisions of these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.
12. **Amendment:** SPONSOR reserves the right to modify the Official Rules for clarification purposes without materially affecting the terms and conditions of the Promotion.



13. **Copy of Official Rules:** For a copy of the Official Rules, please visit: http://cdn2.hubspot.net/hubfs/240798/Official_Rules_-_Super_Fresh_Game_Day_Sweeps.pdf or send a stamped, self-addressed envelope to:

Super Fresh Game Day Sweepstakes – “Official Rules”
c/o DMA Produce Solutions, Inc.
400 E Las Colinas Blvd, Suite 230
Irving, TX 75039

14. **Winner’s List:** For a copy of the Winners’ List, send a stamped, self-addressed envelope to:

Super Fresh Game Day Sweepstakes – “Winner’s List”
c/o DMA Produce Solutions, Inc.
400 E Las Colinas Blvd, Suite 230
Irving, TX 75039

Winner’s List will be available after March 7, 2016.

15. **Sponsors:**

Duda Farm Fresh Foods: Consumer Affairs PO Box 620257, Oviedo, FL 32762

Mission Produce: 2500 E. Vineyard Avenue Suite 300, Oxnard, CA 93036