

MASTRONARDI'S MOVEMBER(R) MEN'S HEALTH CAMPAIGN IMAGE SUBMISSION RULES

You understand that you are responsible for all content that you submit ("Content"). Mastronardi Produce Ltd ("MPL"), its employees and its affiliates assume no responsibility for any Content, or for monitoring the sites on which content is submitted for inappropriate Content. MPL does not endorse any opinions expressed on this site(s). If at any time, MPL chooses at its sole discretion to monitor this site(s), MPL nonetheless assumes no responsibility for Content, assumes no obligation to modify or remove any inappropriate Content, and assumes no responsibility for the conduct of any user or visitor. MPL reserves the right, but disclaims any obligation or responsibility, to remove Content that violates any of the following as determined by MPL at its sole discretion:

1. **SPONSORS:** MPL's Movember campaign (the "Campaign") is sponsored by MPL, 2100 Road 4 E, Kingsville, ON N9Y 2E5, Canada ("MPL" or "Sponsor"), subject to the following terms and conditions. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram or Twitter or any other social media provider.

2. **ELIGIBILITY:** Participation in the Campaign is open to legal residents of the United States. Void where prohibited by law. Participants must be at least 18 years of age at time of participation and possess a valid form of identification. Invalid or ineligible entries shall be excluded from consideration or participation. Employees of Sponsors, their respective parents, subsidiaries, affiliated companies, and agents, and foregoing employees' household or immediate family members (defined as parent, spouse, child, sibling, or grandparent) are NOT eligible to participate in the Campaign.

3. **BY SUBMISSION OF AN IMAGE AND PARTICIPATION IN THE CAMPAIGN, EACH PARTICIPANT WARRANTS THEY ARE LEGALLY ENTITLED AND AUTHORIZED TO MAKE SUCH SUBMISSION, EITHER ON THEIR OWN BEHALF, OR AS TO**

IMAGE SUBMITTED UPON THE EXPRESS AUTHORIZATION OF ANOTHER ON WHOSE BEHALF THE IMAGE IS SUBMITTED.

4. You may participate in the Campaign through a public Instagram or Twitter account by uploading an image of yourself wearing a SUNSET® moustache found on specially marked packages of SUNSET KUMATO® tomatoes to Instagram or Twitter and tagging it “#MOKUMATO”. ENTRIES BECOME THE PROPERTY OF THE SPONSOR, NOT INSTAGRAM OR TWITTER, AND WILL NOT BE ACKNOWLEDGED OR RETURNED. You may submit more than one participating image using more than one Instagram or Twitter account. Sponsor will donate \$1 for every valid submission up to a maximum of \$20,000 (“Maximum Donation”)

5. TIMING: The Campaign will run from 12:00 a.m. (ET) on October 29th, 2016 –12:00 a.m. (ET) on December 1st, 2016 or until the Maximum Donation has been reached, whichever is sooner (the "End Date," and such period, the “Campaign Period”).

6. PRIVACY POLICY: Submissions of entries are subject to MPL’s privacy policy, which can be found at <http://www.sunsetgrown.com/privacy-policy/>, which terms and conditions entrants accept and agree to by submission of entries pursuant to these official rules. By participating in the Campaign, you opt to receive future communications from Sponsors and/or any promotional partners. Your information will not be provided to Instagram or Twitter.

7. RELEASE: By participating in the Campaign each participant agrees to defend, release and hold harmless the Sponsor and its respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies, and the foregoing companies’ officers, directors, shareholders, employees, representatives and agents, and Instagram and Twitter (collectively “Releasees”) from and against any actions, claims and/or liability for injury, death, loss or damage of any kind, (including the violation or infringement of any proprietary or personal right of any individual or entity) resulting in whole or in part, directly or indirectly, from participation in the Campaign including any action, claim or liability arising from the unauthorized submission of any information.

8. BY PARTICIPATING IN THE CAMPAIGN EACH PARTICIPANT CONSENTS TO, AND GIVES, SPONSOR THE RIGHT TO USE, PUBLISH, AND DISPLAY A PARTICIPANT'S PHOTOGRAPH FOR ADVERTISING, TRADE, PUBLICITY AND/OR PROMOTIONAL PURPOSES, IN ANY MEDIA NOW KNOWN OR HEREAFTER DISCOVERED, WORLDWIDE, AND ON THE WEB, WITHOUT REVIEW, NOTIFICATION OR APPROVAL, ALL WITHOUT ADDITIONAL CONSIDERATION, UNLESS PROHIBITED BY LAW.

9. BY PARTICIPATING IN THE CAMPAIGN, PARTICIPANT REPRESENTS AND WARRANTS THAT HE/SHE HAS PERMISSION FROM INDIVIDUALS IN THE SUBMITTED PHOTOGRAPH (OR NOMINEE'S LEGAL GUARDIAN IF NOMINEE IS A MINOR) TO PARTICIPATE IN THE CAMPAIGN; TAG AND POST NOMINEE'S PHOTOGRAPH ON TWITTER OR INSTAGRAM.

10. CONDITIONS: Participants agree that by participating in the Campaign they release Releasees from any liability in connection with: a) submissions that are ineligible as a result of being lost, late, illegible, damaged, incomplete, stolen, postage due, or misdirected; b) Any typographical or other human or technical errors in the offer or administration of the Campaign, including but not limited to errors in advertising, these official rules; c) Any omission, interruption, deletion, defect, delay, misdirection, damage, injury, technical malfunctions or traffic congestion on the Internet/telephone network, or at any website, or any combination thereof; and d) Any claim by third parties that participant does not have those third party's authorization to participate in the Campaign or the release of third party's photograph.

11. Sponsor reserves the right to modify these rules for clarification purposes without materially affecting the term and conditions of the Campaign. In the event that the Campaign is infected by a computer virus/worm, or is not capable of running or being executed as planned (as a result of but not limited to an error, omission, defect, delay, misdirection, tampering, unauthorized intervention, fraud, action of entrants, or technical failure) or any other cause which in the sole opinion of Sponsors corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Campaign, Sponsor reserves

the right in their sole discretion to disqualify any suspect entry or entrant and to cancel, terminate, modify or suspend the Campaign. In the event of such cancellation, termination, modification or suspension, notice thereof will be posted at the entry website(s) mentioned above. Failure to enforce any term of these official rules shall not constitute a waiver of that provision.

12. LAW: Subject to all federal, state, and local laws and regulations. Void where prohibited or restricted. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, shall be governed by, and construed in accordance with the laws of, the State of Michigan, without regard to conflict of law principles. Any cause of action by you with respect to the offer (and/or any information, products or services related thereto) must be instituted within one (1) year after the cause of action arose or be forever waived and barred. All actions shall be subject to the limitations set forth in above. The language in these official rules shall be interpreted as in accordance with its fair meaning and not strictly for or against either party. All legal proceedings arising out of or in connection with the offer of these official rules shall be brought solely in Oakland County, Michigan. You expressly submit to the exclusive jurisdiction of said courts and consent to extraterritorial service of process.