NATIONAL MANGO BOARD MANGO SELFIE RETAILER INCENTIVE OFFICIAL RULES

All federal, state and local laws and regulations apply. Void where restricted or prohibited by law.

1. DESCRIPTION: The National Mango Board Mango ("Sponsor") Selfie Retailer Incentive ("Incentive Program") is designed to reward produce department managers who build a mango display using the Mango Selfie header card ("Mango Selfie Display") and submit a photo of the display ("Mango Selfie Display Photo") to the National Mango Board during the Incentive Program Period. Individuals who submit a valid entry will receive one (1) \$10 Visa digital gift card code.

2. ELIGIBILITY: The Incentive Program is open to produce department managers and produce department associates who work in a retail store setting. Entrants must be 18 years of age or older as of date of entry and be legal residents of any of the 50 United States or the District of Columbia. One entry per store location will be accepted. If more than one entry is received for a single store location, only the first valid entry received will qualify for the incentive.

The Mango Selfie Display must be in place for at least one week (seven days) during the January 14 to February 24, 2018 promotion period. The Mango Selfie Display must include at least one whole, fresh mango variety. The Mango Selfie display must include the Mango Selfie Header Card ("Header Card"), and the Header Card must be clearly visible in the Mango Selfie Display Photo submitted with the entry.

3. HOW TO ENTER: Visit <u>www.mango.org/selfieretail</u> to access the online submission form. Entries will be accepted from 12:01 AM (ET) on January 14, 2018 until 2:59 AM ET on March 8, 2018 ("Submission Period")

Entrants agree to be bound by and acknowledge compliance with these Official Rules including eligibility requirements.

Entries become the exclusive property of the National Mango Board and will not be returned. <u>Sponsor may at its sole discretion disqualify</u> anyone who violates these Official Rules or undermines the integrity of the Incentive Program by disabling cookies, using any form of automatic entering, or any other form of manipulation.

Entry into the Incentive Program constitutes permission (except where prohibited) to use incentive recipient's name, employer's name, city, likeness and Mango Selfie Display Photo entry image(s) for purposes of advertising, promotion and publicity without additional compensation.

4. INCENTIVE: Individuals who submit a valid entry during the Submission Period will receive one (1) \$10 Visa digital gift card code via email. Incentives will be distributed no later than April 2, 2018. Incentives will be emailed to the address provided in the Mango Selfie Display Photo entry form.

Incentives are to be distributed subject to the entrant's employer's policies regarding the distribution of such awards. Void where prohibited by company policy or by law. It is the entrant's sole responsibility to confirm such policies or laws.

If the entrant is no longer employed by the retailer at the time that incentives are issued, or if the retailer's rules prohibit incentives to individuals, the incentive may be awarded to the company rather than the individual.

No substitutions for prizes except by Sponsor or as may be necessary due to unavailability, in which case prize of equal or greater value will be awarded. Prize is not transferable or redeemable for cash. All taxes and other expenses not specified herein are the sole responsibility of the winner. Sponsor responsible only for prize delivery; not responsible for prize utility, quality or otherwise.

5. GENERAL RULES: BY ENTERING THE INCENTIVE PROGRAM OR ACCEPTING ANY PRIZE, ENTRANTS AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR, AGENCIES, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, THAT MAY ARISE IN ANY WAY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE OR PARTICIPATION IN THIS INCENTIVE PROGRAM OR PARTICIPATION IN ANY **INCENTIVE PROGRAM OR PRIZE RELATED ACTIVITY.** Sponsor is not responsible for lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, or misdirected entries. Sponsor shall not be responsible for any errors in these Official Rules or otherwise in any materials available at www.mango.org/selfieretail Sponsor reserves the right, in its sole discretion, to modify or terminate this Incentive Program in the event of any act, occurrence, or reason that it believes would corrupt the integrity, administration, or fairness of the Incentive Program. If for any reason the Incentive Program is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Incentive Program, Sponsor reserves the right in its sole discretion, to disgualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Incentive Program and award prizes from among all eligible entries received prior to cancellation or termination. Sponsor, and Agencies are not responsible for lost, late, misdirected, illegible, postage-due or damaged entries or Internet technical, hardware, software, telephone or transmission failures of any kind, which limit a person's ability to enter the Incentive Program. Sponsor and Agencies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor and Agencies are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to or

resulting from participation or downloading any materials in the Incentive Program. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE INCENTIVE PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Any and all disputes. claims, and causes of action arising out of or in connection with the Incentive Program shall be resolved individually, without resort to any class action. This Incentive Program shall be governed by, and construed in accordance with, the laws of the State of Florida regardless of conflicts of laws principles. Any action or litigation concerning this Incentive Program shall take place exclusively in the federal or state courts sitting in Orange County, FL, and each winner expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Each winner agrees to service of process by mail or other method acceptable under the laws of the State of Florida. ANY CLAIMS, JUDGMENTS, AND/OR AWARDS OF ANY ENTRANT SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING INTO THIS INCENTIVE PROGRAM. EACH ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT. WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

6. **SPONSOR: National Mango Board,** 3101 Maguire Boulevard, Suite 111, Orlando, FL 32803.