

## **WHOLLY GUACAMOLE® NATIONAL GUACAMOLE DAY GIVEAWAY**

- 1. SPONSOR:** MegaMex Foods, LLC (“Sponsor”), 1 Hormel Place, Austin MN 55912.
- 2. ELIGIBILITY:** The WHOLLY GUACAMOLE® National Guacamole Day Giveaway (the “Offer”) is open to legal residents of the fifty (50) United States and the District of Columbia, (the “Territory”) who are at least eighteen (18) years old. Employees, officers and directors of Sponsor, the independent entity administering the Offer (“Administrator”), and the parent companies, subsidiaries and affiliated entities of Sponsor and Administrator, and the immediate family members and those living in the same household as those individuals, are not eligible to participate in the Offer. Void outside of the Territory and where prohibited or restricted by law. Individuals who participate in this Offer are collectively referred to herein as “Participants,” “you” and “your.” Administrator reserves the right to request Participants to provide verification of identity and eligibility. Participation constitutes a Participant’s full and unconditional agreement to these Terms and Conditions and Sponsor’s and Administrator’s decisions, which are within Sponsor’s and Administrator’s complete discretion, are final and binding in all matters related to the Offer.
- 3. OFFER PERIOD:** The “Offer Period” begins on September 16, 2018 at 12:00 AM Eastern Time (“ET”) and ends on September 17, 2018 at 3:00 AM ET, or while Gift supplies remain available, whichever occurs first. Limited quantity of Gifts (defined below in Section 5) are available. **No more than One Hundred Thousand (100,000) Gifts are available in this Offer.** The Administrator’s computer is the Offer’s official clock. Sponsor reserves the right to terminate this Offer at any time.
- 4. PARTICIPATION INSTRUCTIONS:** During the Offer Period, a Participant must logon to [guacday.com](http://guacday.com) and enter his/her valid e-mail address, complete first and last name, street address (no PO Boxes), city, state, ZIP Code, and checking a box confirming that he/she is at least eighteen (18) years old and his/her agreement to these Official Terms and Conditions and Privacy Policy, defined in Section 8 of these Official Terms and Conditions. After completing a valid registration, an eligible Participant will receive his/her gift via mail within 3-4 weeks.

If a Participant chooses to enter using his/her mobile device, standard data fees may apply. Participants should consult his/her wireless service provider's pricing plan for details. Each Participant agrees to incur any and all charges demanded by his/her wireless carrier. Participants should also check his/her device's features for capabilities and check the device manual for specific use instructions.

- 5. GIFTS AND APPROXIMATE RETAIL VALUE (“ARV”):** Each Participant who submits a valid and complete registration will receive a coupon for a WHOLLY GUACAMOLE® Product Coupon (a “Gift”). The maximum ARV of each Gift is \$5.99. Each Gift will be sent via regular mail to the street address entered by the Participant at the time of registration. The right to receive the Gift is non-assignable, non-transferable and no Gift substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Gift of equal or greater value in case of unavailability of the Gift or force majeure, at Sponsor’s sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the Gift recipient’s responsibility. The Released Parties, defined below, shall not be held responsible for any delays in awarding a Gift for any reason. If, after a

good-faith attempt, Sponsor is unable to award or deliver a Gift, the Gift may not be re-awarded. If, for any reason, more than the stated number of notifications are sent (or more claims are received), Sponsor reserves the right to award the intended number of Gifts through a random drawing from among all eligible Gift claims received. All Federal, state, and local taxes imposed on the acceptance of the Gift are solely the responsibility of the Gift recipient.

Limit one (1) Gift per household. No more than 100,000 Gifts are available in this Offer.

- 6. LIMITATIONS OF LIABILITY:** By participating in this Offer, Participants agree that the Sponsor, Administrator, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, marketing agencies, website providers, Web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents (“Released Parties”) are not responsible for: (i) lost, late, incomplete, stolen, misdirected, or undeliverable messages; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Offer; and (vi) any injury or damage, whether personal or property, to participant’s or to any person’s mobile device related to or resulting from participating in the Offer.

By entering this Offer, each Participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys’ fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, or any other participation or inability to participate in the Offer; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, participation in, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the Offer; (d) human error; (e) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (f) the negligence or willful misconduct by any Participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is undermined for any reason as determined by Sponsor, at its sole discretion, Sponsor reserves the right to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. This Offer is subject to all federal, state, and local laws and regulations.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR

EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS

- 7. DISPUTES:** THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE OFFER PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 8. PRIVACY POLICY:** Any personally identifiable information collected during a Participant’s participation in this Offer will be collected by Sponsor or its agent and used by Sponsor, its affiliates, agents, and marketers for the sole purposes of the proper administration and fulfillment of the Offer as described in these Official Terms and Conditions, in accordance with Sponsor’s Privacy Policy as stated at [www.hormelfoods.com/privacy-policy](http://www.hormelfoods.com/privacy-policy).
- 9. PUBLICITY RIGHTS:** By participating in the Offer and/or accepting the Gift, each Participant agrees to allow the Sponsor and/or the Sponsor’s designee the perpetual right to use his/her name, address (city and state), biographical information, photos, picture, portrait, likeness, voice, and/or statements regarding the Offer and/or Sponsor for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 10. GENERAL:** Any attempted form of participation in this Offer other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any Participant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Offer; to be acting in violation of these Official Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Offer. Any attempted form of participation in this Offer other than as in these Official

Terms and Conditions is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Gift that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Participants may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a Gift recipient, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Participant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Terms and Conditions or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Official Terms and Conditions or the Gift documents will not affect the validity or enforceability of any other provision. No Participant shall have the right to modify or amend these Official Terms and Conditions. Sponsor's failure to enforce any term of these Official Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Offer details contained in these Official Terms and Conditions and Offer details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Official Terms and Conditions shall prevail.

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