

**Dole Packaged Foods' "Escape the Holiday with Dole" Sweepstakes
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT
WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

1. **SWEEPSTAKES ENTRY PERIOD & SPONSOR:** The Dole Packaged Foods' "Escape the Holiday with Dole" Sweepstakes ("Sweepstakes") starts at 10:00 a.m. Pacific Time ("PT") on 11/1/16 and ends at 11:59 p.m. PT on 12/31/16 for submission of an entry via <https://dole.socialtyze.com> ("**Microsite Entry Period**") and on 1/2/2017 for the postmarking of a mail-in entry ("**Mail-In Entry Period**") (the "**Microsite Entry Period**" and Mail-In Entry Period are collectively referred to hereafter as the "**Entry Period**"); with both methods of entry detailed below. The sponsor of the Sweepstakes is Dole Packaged Foods, 3059 Townsgate Rd, Suite 400, Westlake Village, CA 91361 (the "**Sponsor**"). The administrator of the Sweepstakes is Socialtyze, 2150 Park Place Suite 100, El Segundo, CA 90245 ("**Administrator**") (Administrator and Sponsor are collectively referred to hereafter as the "**Promotion Parties**"). The Sweepstakes is subject to these Sweepstakes Official Rules (the "**Official Rules**"), and by entering, Entrant (defined below) agrees to be bound by them.

2. **ELIGIBILITY:** Sweepstakes is open only to legal residents of the United States or of the District of Columbia ("**Eligibility Area**"), who, as of the date of their entry into the Sweepstakes, are eighteen (18) years of age or older. Any officer, employee or director of a Promotion Party (or any subsidiary, affiliate, parent company, advertising or promotion agency of a Promotion Party) (an "**Employee**") and the immediate family members (spouses, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren) of an Employee or any person living in the household of an Employee (whether legally related or not) are not eligible to enter the Sweepstakes or win a Prize (defined below). A Prize won by an individual considered to be a minor in his or her state of legal residency ("**Minor**") who is otherwise eligible to participate in the Sweepstakes will be awarded in the name of such Minor's parent or legal guardian. A Minor who is otherwise eligible to participate in the Sweepstakes must get his or her parent's or legal guardian's permission before entering the Sweepstakes. Sweepstakes is void outside the Eligibility Area and wherever prohibited or restricted by law.

3. **HOW TO ENTER:**
 - a) *How to Submit an Entry Via Sweepstakes Microsite:* During the Microsite Entry Period complete the entry form at LINK by (i) entering your first and last name; (ii) entering your email address; (iii) following Dole Packaged Foods on Pinterest; (iv) pinning your favorite Dole holiday recipe; and (v) clicking SUBMIT. After clicking submit, an Entrant will have the opportunity to gain a second "**Microsite Entry**" by clicking to follow @dolesunshine on Instagram. Microsite Entry means as detailed and applicable, the aforementioned steps have been completed by an

Entrant (hereafter defined) for the purpose of being considered when determining Prize Winners (defined below) in accordance with these Official Rules.

To participate in the Sweepstakes via this method you must have a Pinterest account (as applicable). To gain a second Entry in the Sweepstakes via this method, you must have an Instagram account. If you do not have an account with Pinterest or Instagram, visit www.Pinterest.com or www.Instagram.com, respectively, to create an account according to the instructions on the website. You must accept and agree to comply with the terms and conditions of Pinterest or Instagram (as applicable) to create an account.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Pinterest or Instagram. Pinterest and Instagram are registered trademarks, which are herein used for purposes of Sweepstakes description only. Such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Sweepstakes by the owners of said trademarks.

- b) *How to Enter by Submitting a Postcard by Mail:* To enter by submitting a postcard by mail, hand print your first and last name and residential address (as they appear on your driver's license or governmental identification) (no P.O. boxes), telephone number, email address and date of birth and mail to Dole's "Escape the Holiday with Dole" Sweepstakes, c/o Socialtize, 2150 Park Place Suite 100, El Segundo, CA 90245. Mail-In Entry (defined below) must be legible and completed in full to be valid. Machine duplicated or reproduced entries will not be accepted. Only one (1) individual's name may be on each entry and entries must be mailed separately. By submitting the entry as detailed herein, you will receive one (1) entry in the Sweepstakes (a "Mail-In Entry"). The Promotion Parties are not responsible for lost, late, stolen, damaged, misdirected, illegible, postage-due mail or human or other error that may occur in the receipt or processing of Mail-In Entries. **EACH ENTRY MUST BE MAILED SEPARATELY AND BE POSTMARKED BY 1/2/17 AND RECEIVED BY 1/13/17. [Limit one Mail-in Entry per person.**
- c) Microsite Entry and Mail-in Entry may be referred to herein as an "Entry" and collectively as "Entries". Each individual submitting an Entry may be referred to as an "Entrant".
- d) Proof of mailing or attempting to submit an Entry is not considered proof of delivery or receipt. False, fraudulent or deceptive Entries or acts may render Entrants ineligible.
- e) By entering the Sweepstakes, Entrants affirm that they have read and accepted these Official Rules.

4. ENTRY REQUIREMENTS:

- a. In the event of a dispute regarding who submitted a Microsite Entry, the Entry will be deemed submitted by the Authorized Account Holder of the e-mail address connected with the Entry "Authorized Account Holder" is defined as the natural

- person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitting e-mail address. An Entrant may be required to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the winning Entry and that all eligibility requirements have been satisfied.
- b. Any attempt by an Entrant to submit an Entry by any method intended to deceive or obscure Entrant's identity may void his or her Entries and may result in disqualification of his or her Entry, at the sole discretion of Sponsor. Sponsor is not responsible for lost, late, stolen, damaged, illegible, postage-due mail or human or other error that may occur in the receipt or processing, incomplete, invalid, unintelligible or misdirected Entries, which may be disqualified.
 - c. Any Entrant that Sponsor finds to be: (i) tampering with the operation of the Sweepstakes through any means; (ii) acting in violation of the Official Rules or any applicable laws; or (iii) acting in a deceptive or disruptive manner, or with intent to annoy, abuse, threaten, harass, harm, mislead, or defraud Sponsor, the Sweepstakes or any other individual or entity in connection with the Sweepstakes, may be ineligible to win or benefit from a Prize and Sponsor may seek all remedies available to it, including, if appropriate, filing appropriate complaints with legal authorities.
5. **ENTRY PERIOD:** The Administrator's database clock will be the official timekeeper for this Sweepstakes.
6. **GOVERNING LAW/VENUE:** The laws of the State of California, USA apply to and govern this Sweepstakes. By entering the Sweepstakes, Entrants hereby submit to the jurisdiction and venue of the federal and state courts located in Los Angeles County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.
7. **WINNER SELECTION:** Three (3) potential prize winners will be selected in a random drawing from among all Entries eligible for the Sweepstakes on or about 1/20/2017 by Administrator. The random drawing will be conducted by Administrator using randomization methods. Every qualified entry will be assigned a sequential number, and number randomizer software will be utilized to select all winners.

Decisions of Promotion Parties shall be final and binding in all matters relating to this Sweepstakes. The potential prize winners will be notified via email on/about 1/20/2017.

It is Entrants' responsibility to timely set email account settings to accept contacts by Promotion Parties and to timely check your accounts for such messages. Promotion Parties are not responsible for any failure of delivery of notice attempting to use such methods.

Potential prize winners (or parent or legal guardian if potential winner is a Minor) will be required to respond to the notification within five (5) days, providing first and last name as well as a complete mailing address within the Eligibility Area and verifying eligibility in the Sweepstakes. Potential prize winner's failure to respond to notification within this five (5) day time period or comply with all terms of these Official Rules in any way may result in the potential prize winner being disqualified and an alternate Entrant may be randomly selected at Sponsor's sole discretion.

Additionally, if any prize notification or prize is returned as undeliverable for any reason, Sponsor may decide, in its discretion, to award such prize to an alternate randomly selected eligible Entrant or if time does not permit (in Sponsor's opinion) to not award such prize, in which case the prize will remain the property of Sponsor. Prize fulfillment will be administered by Administrator. No more than two (2) alternates may be selected for any specific prize.

All Federal, state and local tax liabilities are the responsibility of the winners.

8. **PRIZES:** *(3 prizes are available to be awarded):* The "Grand Prize" is \$3,000 USD, the "Second Prize" is \$1,500 and the "Third Prize" is \$500 (each a "Prize", and collectively "Prizes"), subject to all terms of use stated in the notification provided. The total ARV of all Prizes to be awarded in the Sweepstakes is \$5,000.

The odds of winning a Prize are determined by the total number of eligible Entries received and are equal regardless of method of entry. Only one (1) Prize may be awarded to any one (1) individual, email address or household address.

9. **GENERAL:** If for any reason this Sweepstakes or part thereof is not capable of running as planned, or if this Sweepstakes or any web site, page or email address associated therewith (or any portion thereof), including but not limited to a social media site becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of Entries in accordance with these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants (or others), fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, modify, or suspend this Sweepstakes or any portion thereof. In the event this Sweepstakes is cancelled, the Sponsor may conduct a random drawing to award the Prizes from among all eligible, qualified Entries received prior to the time of the action or event warranting such cancellation. If such cancellation, termination, modification, or suspension occurs, notification will be posted at <https://dole.socialtyze.com>. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR PAGE (INCLUDING A SOCIAL MEDIA SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **INDEMNIFICATION:** Each Entrant shall release, indemnify, defend and hold harmless each of the Promotion Parties, Pinterest, Instagram and their respective employees, agents, officers, shareholders and directors (collectively, the “**Indemnified Parties**”) from and against any and all liability, claims, losses, damages, demands, causes of action, penalties, costs, and expenses arising out of or related to (i) his or her participation or inability to participate in the Sweepstakes, any statement, action or failure to act by Entrant during or in connection with Entrant’s participation in the Sweepstakes, and/or any breach or alleged breach by Entrant of these Official Rules, and, (ii) not to sue and to hereby irrevocably and unconditionally release, waive and forever discharge the Indemnified Parties, from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which Entrant (or Entrant’s successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Indemnified Parties, including, but not limited to claims arising out of or related to the Prizes, personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity, the acceptance, possession, misuse or use of any Prize and/or the use of any of the rights granted herein (including, without limitation, the use and exploitation of any Entry.

11. **LIMITATIONS ON LIABILITY:** Indemnified Parties are not responsible for: (i) any incorrect or inaccurate Entry information; (ii) human errors; (iii) technical malfunctions; (iv) failures, omissions, interruptions, deletions or defects of any telephone network, computer online systems, computer equipment, servers, providers, or software, including without limitation any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in the Sweepstakes; (v) inability to access any web site;(vi) theft, tampering, destruction, or unauthorized access to, or alteration of, Entries; (vii) data that is processed late or incorrectly or is incomplete or lost; (viii) typographical, printing or other errors; (ix) or any other cause beyond Sponsor’s reasonable control or any combination thereof. Additionally, Indemnified Parties shall not be liable to a winning Entrant or any other person for failure to supply Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Releasees’ sole and absolute control. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, PROMOTION PARTIES’ MAXIMUM LIABILITY FOR ANY DAMAGES, REGARDLESS OF FORM OF ACTION SHALL BE LIMITED TO THE AMOUNT OF A SINGLE PRIZE.**

12. **WINNERS LIST/OFFICIAL RULES:** For the names of the winners (available after 2/15/17) or a copy of these Official Rules, send a self-addressed, stamped envelope to Dole’s “Escape the Holiday with Dole” Sweepstakes - WINNERS LIST <OR> OFFICIAL RULES (*PLEASE SPECIFY WHICH*), c/o Socialtize, 2150 Park Place Suite 100, El Segundo, CA 90245. Vermont residents may omit return postage for Official

Rules requests. Official Rules are also available during the Entry Period
<https://dole.socialtyze.com/official-rules.pdf>