

Terms & Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: To be eligible to enter the Challenge, an Entrant must: (a) be a U.S. citizen or a legal U.S. resident (i.e. must be able to show proof of legal residence) and (b) at least eighteen (18) years of age. All entries must be submitted via a publicly visible Instagram account to be eligible. Employees of the Hass Avocado Board, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Challenge. The Challenge is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of the Hass Avocado Board ("HAB" or "Sponsor" or "Fresh Avocados – Love One Today®") as final and binding as it relates to the content of this Challenge.

3. Challenge Period: Entries will be accepted online starting MAY 1ST, 2018, 9:00 am Pacific Standard Time (PT) and ending on MAY 31ST, 2018, 11:59 pm PT. All online entries must be received by MAY 31ST, 2018, 11:59 pm PT.

4. How to Enter: To enter the challenge, visit the challenge website located at LoveOneToday.com/LoveOneTodayMom ("Challenge Site") during the Challenge Period and follow the instructions that appear on the webpage. You will be asked to post a photo to Instagram that features a dish with avocados, the challenge hashtags, #LoveOneTodayMom and #contest, and a nutritional reason how/why you eat avocados during your pregnancy. The entry must fulfill all Challenge requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of HAB. You must provide the information requested. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of HAB.

5. Prizes: The Winner(s) of the Challenge (the "Winner") will receive ONE OF SIX PRIZES. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by HAB. No cash or other prize substitution shall be permitted except at the HAB's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for HAB to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Prizes:

- Grand prize (1): BuyBuyBaby gift card (Value \$500) + Love One Today® diaper bag filled with baby gear
- Runners up (5): Love One Today® diaper bag + baby gear

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected by HAB. Winner will be notified by Instagram Direct Message within five (5) days following selection of Winner. HAB shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 DAYS from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Challenge is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Fresh Avocados - Love One Today®'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CHALLENGE, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the HAB, anyone acting on behalf of HAB, and the HAB's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Challenge, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of HAB. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless HAB from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which HAB may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: HAB reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Challenge should virus, bug, non-authorized human intervention, fraud, or other cause beyond HAB's control corrupt or affect the administration, security, fairness, or proper conduct of the Challenge. In such case, HAB may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by HAB. HAB reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Challenge or website or violates these Terms & Conditions. HAB has the right, in its sole discretion, to maintain the integrity of the Challenge, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Challenge rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate

operation of the Challenge may be a violation of criminal and civil laws. Should such attempt be made, HAB reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless HAB and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Challenge and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures

of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Challenge IS GOVERNED BY THE LAWS OF USA AND THE STATE OF CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Challenge, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Challenge, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Challenge). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on HAB's website.

13. Sponsor: The Sponsor of the Challenge is HAB.

14. Instagram: The Challenge hosted by HAB is in no way sponsored, endorsed, administered by, or associated with Instagram.

15. Disclosure: Entrants are responsible for properly disclosing sponsored contest entry, in accordance with the [FTC's Endorsement Guides](#) and FTC Act as outlined in 16 C.F.R. § 255 (e.g. #contest).

16. By participating in the contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules & Regulations.