

## Dole's Celebrate Super Heroes Contest Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. Dole's Celebrate Super Heroes Contest ("Promotion") begins at 09:00:00 AM Eastern Time ("ET") on March 28, 2022 and ends at 09:00:00 PM ET on September 10, 2022 ("Promotion Period"). The Promotion contains both a contest of skill ("Contest") and a game of chance ("Sweepstakes").** *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

*This promotion uses Instagram™ as a means of entry. This promotion is not sponsored, endorsed, administered, associated with, or certified by Instagram or Instagram, Inc. Any questions, comments or complaints regarding the Promotion must be directed to Sponsor, and not Instagram. All Instagram™ logos and trademarks displayed on this promotion are property of Instagram, Inc.*

*This Promotion is in no way sponsored, endorsed, or administered by Twitter, Inc. ("Twitter"). All questions, comments or complaints regarding the Promotion should be directed to the Sponsor at the address listed below and not to Twitter.*

*This Sweepstakes is in no way sponsored, endorsed, or administered by Facebook, Inc. ("Facebook"). All questions, comments or complaints regarding the Sweepstakes should be directed to the Sponsor at the address listed below and not to Facebook.*

- 1. ELIGIBILITY:** The Promotion is open only to legal residents of the 50 United States and the District of Columbia, who are who are 13 years of age or older at the time of Promotion registration (except 19 years of age or older in Alabama and Nebraska and 21 years of age or older in Mississippi). Employees, officers and directors of Dole's Celebrate Super Heroes Contest (the "Sponsor"), Padilla Co, RocketLaunch, Disney, Realtime Media LLC, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge, and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees, and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse, or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state, and local laws and regulations apply.
  
- 2. TIMING:** The Promotion will consist of four (4) phases, as detailed below:
  - Contest Entry Period: Begins** at or about 09:00:00 AM ET on March 28, 2022 and ends at 09:00:00 PM ET on September 10, 2022.
    - Heroes of the Mind: Begins at or about 09:00:00 AM ET on March 28, 2022 and ends at 09:00:00 PM ET on May 8, 2022.
    - Heroes of the Soul: Begins at or about 09:00:00 AM ET on May 9, 2022 and ends at 09:00:00 PM ET on June 19, 2022

- Heroes of the Heart: Begins at or about 09:00:00 AM ET on June 20, 2022 and ends at 09:00:00 PM ET on July 31, 2022
- Heroes of the Home: Begins at or about 09:00:00 AM ET on August 1, 2022 and ends at 09:00:00 PM ET on September 10, 2022.
- **Contest Wrap Up Period:** Begins at or about 09:00:00 AM ET on September 11, 2022 and ends at 09:00:00 PM ET on September 30, 2022.
- **Winner Announcement:** The Grand Prize Winner will be announced on or about October 3, 2022.

### 3. HOW

### TO

### PARTICIPATE:

**-Method #1 Entering via Instagram:** To enter the contest, the user must post a picture showing how they or someone they know have been heroic within their community. If nominating someone else: (a) get Nominee’s consent prior to entry and (b) ensure Nominee is eligible to receive prize if a winner. Users must post a photo, tagging the brand, including a caption and using the campaign hashtag(s). You will be required to login to Instagram and to accept the Instagram permissions. You will be asked to use the Instagram application on your mobile device to snap and upload photos. Users will be required to post “original posts” (i.e., posts they make directly on their account vs. “commenting” on another user’s post). Along with your photo (accepted file formats JPG, PNG, GIF) users will need to tag @dolepics, and use the unique campaign hashtag #CelebrateSuperHeroes and the hashtag #Contest (mandated by Instagram). Entrants must have a public account to be entered. For the caption of each submitted photo, enter an appropriate descriptive text along with the hashtag “#CelebrateSuperHeroes,” (collectively the photo and associated text or other materials are your “Entry”).

**-Method #2 Entering via Twitter:** To enter the contest, the user must post a picture showing how they or someone they know have been heroic within their community. If nominating someone else: (a) get Nominee’s consent prior to entry and (b) ensure Nominee is eligible to receive prize if a winner. Users must post a photo, tagging the brand, including a caption, and using the campaign hashtag(s). You will be asked to use the Twitter application on your mobile device to snap and upload photos. Users will be required to post “original posts” (i.e., posts they make directly on their account vs. “commenting” on another user’s post). Along with your photo (accepted file formats JPG, PNG, GIF) users will need to tag @doletweets, and use the unique campaign hashtag #CelebrateSuperHeroes, and the hashtag #Contest. Entrants must have a public account to be entered. For the caption of each submitted photo, enter an appropriate descriptive text along with the hashtag “#CelebrateSuperHeroes,” (collectively the photo and associated text or other materials are your “Entry”).

**-Method #3 Entering via Facebook:** To enter the contest, the user must post a picture showing how they or someone they know have been heroic within their community. If nominating someone else: (a) get Nominee’s consent prior to entry and (b) ensure Nominee is eligible to receive prize if a winner. Users will be asked to comment on the approved promotion post by Dole. The user will then be able to post a photo and comment tagging the brand, including a caption and using the campaign hashtag(s). You will be asked to use the Facebook application to snap and upload photos. Along with your photo (accepted file formats JPG, PNG, GIF) users will need to tag @dole, and use the unique campaign hashtag #CelebrateSuperHeroes, and the hashtag #Contest. Entrants must have a public account to be entered. For the caption of each submitted photo, enter an appropriate descriptive text along with the hashtag #CelebrateSuperHeroes (collectively the photo and associated text or other materials are your “Entry”).

**Limit of one (1) Entry per person, per email address throughout the Promotion Period.**

By submitting an Entry, you hereby grant permission for your Entry to be posted on Dole.com/Disney or other websites and used in promotional efforts. You agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. Promotion Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks (other than for entry into this Promotion), without the express consent of Sponsor in each instance.

By submitting an Entry, you represent and warrant that the work submitted is original to you and that neither it nor its contents infringes upon or violates the rights of any third party. If your entry nominates someone else, you must (a) get Nominee's consent prior to entry and (b) ensure Nominee is eligible to receive prize if a winner. If your Entry includes likenesses of third parties (such as, but not limited to makeup artist or subject) or contains elements not owned by you (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

**REQUIREMENTS OF CONTEST ENTRIES:** Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted contest entries;
- Defames, misrepresents, or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media), without permission;
- Contains any individual other than you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights,

trademarks, rights of privacy, publicity, or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you acknowledge and agree that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

4. **JUDGING:** Begins at or about 09:00:00 AM ET on March 28, 2022 and ends at 09:00:00 PM ET on September 11, 2022. The judging panel, selected by the Sponsor, will score each Entry up to the maximum amount of points allowed. Judging will be based on the following criteria:
  - Meaningful Story: who or what their superpower helps, their impact in the community (50%)
  - Image: quality of image, creativity, how they show their superpower (25%)
  - Mandatories: use of campaign hashtags and tags Dole (25 %)

Entries that do not contain all required entry information or are considered inappropriate for any reason are not eligible. Every six (6) weeks there will be two (2) winners chosen. Of the eight (8) winners, one will be chosen as the Grand Prize winner at the end. The eight (8) entries with the highest score will be deemed the potential winners. [Note: This may change depending on the number of winners.] From those 8, the entry with the highest score from the Judges will be deemed the potential Grand Prize winner. In the event of a tie, an additional "tie-breaking" judge will be brought in to evaluate the tied entries, based on the Judging Criteria above. Sponsor reserves the right not to award all prizes or to choose fewer than nine (9) if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

5. **WINNER NOTIFICATION:** Potential winners will receive prize notification via email and/or phone call, within two (2) days of the winner's selection or as soon thereafter as reasonably practicable. The potential Grand Prize winner will also be sent an Affidavit of Eligibility/Liability Release and an IRS W9 Form via email. All forms must be completed, signed, notarized, and returned to Administrator within seven (7) days of date of issuance. The potential winner then and only then becomes the "winner." If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining eligible entries using either the judging criteria listed above or by random drawing for the Sweepstakes.
6. **PRIZES/PRIZE RESTRICTIONS:** A total of nine (9) prizes will be awarded during the Promotion. Every six (6) weeks there will be two (2) winners chosen. Of the eight (8) winners, one will be chosen as the Grand Prize winner at the end.

- Eight (8) campaign pulse winners will receive a check for \$1,000.00

**The ARV of each Campaign Pulse Prize is \$1,000.00**

**CONTEST GRAND PRIZE:**

- One (1) Contest Grand Prize will be awarded, an additional check for \$2,000.00

**The Approximate Retail Value (“ARV”) of the Grand Prize is \$2,000.00**

**The ARV of all Promotion prizes is \$10,000.00**

- 7. PRIZE LIMITATIONS: Limit of two (2) prizes per person/per household.** If it is discovered during prize verification you have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the administrator or will be void. Entries generated by script, macro, or other automated means or which subvert the entry process, are void. All Entries become the property of Sponsor and will not be acknowledged or returned.
- 8. OWNERSHIP OF ENTRIES:** By using the “#CelebrateSuperHeroes” hashtag to submit an Entry, you agree to be bound by these Official Rules and grant Sponsor a non-exclusive, fully paid-up, and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce, and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels. By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Event and Sponsor’s related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor’s use of your personal data will be governed by the Privacy Policy posted on the Sponsor website. If nominating a user, you must get consent that the image is acceptable to post with agreeance to the above parameters.
- 9. GENERAL PRIZE CONDITIONS:** Prize will only be awarded by Sponsor upon potential winners’ verification of eligibility and final approval by Sponsor. Sponsor reserves the right to perform a detailed background check on the potential winners and by entering the Promotion, you hereby authorize Sponsor to perform the same in the event that you are selected as a potential winner. No prize substitution, cash equivalent of prizes, transfer or assignment of prizes is permitted, except by Sponsor which reserves the right to substitute a prize with one of comparable or greater value, in its sole discretion. If any winner is at least 18 but still considered a minor in his/her jurisdiction of residence, prize will be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winners set forth herein.
- 10. MISCELLANEOUS:** Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected entries, all of which are void. Online entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules and Instagram Terms and Conditions located at [www.Instagram.com](http://www.Instagram.com). The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail

addresses for the domain associated with the submitted e-mail address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's privacy policy found at <https://www.dole.com/en/about-us/privacy-policy>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.

**11. RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**12. DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above or in a random drawing for the Sweepstakes if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to 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, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other

Promotion-related materials. The Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant or the Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error, or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in Section 6.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 13. CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of California. Any action seeking legal or equitable relief arising out of or relating to the Promotion of these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- 14. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Winners.
- 15. WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt by October 15, 2022 to: Dole's Celebrate Super Heroes Contest Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428.

**SPONSOR:** Dole Food Company, Inc. P.O. Box 5700 Thousand Oaks, CA 91359-5700

**ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2-100, West Conshohocken, PA 19428