## Sunkist<sup>®</sup> / Princess Cruises<sup>®</sup> Giveaway Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID OUTSIDE THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND WHERE PROHIBITED.** THE SUNKIST PRINCESS CRUISES® GIVEAWAY ("**PROMOTION**") IS GOVERNED BY THESE RULES. BY PARTICIPATING IN THE PROMOTION, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THIS PROMOTION IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND D.C. ONLY AND WILL BE GOVERNED BY UNITED STATES LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., 21 YEARS OF AGE OR OLDER.

1. <u>Eligibility</u>. The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are twenty one (21) years old or over and have reached the age of majority in the jurisdiction in which they live at the time of entry ("**Eligible Participant**"). Employees, independent contractors, interns, officers, directors, and agents (collectively, "**employees**") of Sunkist Growers, Inc., Princess Cruise Lines, Ltd., and their respective affiliates, subsidiaries, advertising and promotion agencies, web designers, insurance agents, and suppliers, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible to enter. The Promotion is subject to all federal, state and local laws and regulations and is void where prohibited by law.

2. <u>Sponsor</u>. Sunkist Growers, Inc., 27770 N. Entertainment Dr., Valencia, CA 91355.

3. <u>Agreement to Official Rules</u>. Participation in the Promotion constitutes your full and unconditional agreement to these Official Rules and the decisions of Sponsor, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein in a timely manner.

4. <u>Entry Period</u>. The Promotion begins on December 01, 2023 at 12:00:00 AM Pacific Time ("**PT**") and ends on December 31, 2023 at 05:30:00 PM (PT) (the "**Entry Period**"). Entries received prior to or after the Entry Period will be disqualified. Sponsor's clock will be the official timekeeper for the Promotion.

5. <u>How to Enter</u>. During the Entry Period, Eligible Participants can enter the Promotion by using a mobile device to scan a QR Code on the in-store Princess Cruises poster and following the instructions provided ("**Entry**"). Scanning the code will take Eligible Participants to a web form where they will provide their name, email address, mailing address, and year of birth. Eligible Participants must also confirm their eligibility for the Promotion, their agreement to these Official Rules, and their agreement with Sponsor's Privacy Policy (linked below). Eligible Participants may answer a question about the free product sample received and can opt in to receive Sponsor's email newsletter and thereby consent to delivery of Sponsor's email newsletter and related communications. Eligible Participants may opt-out of answering the question and receiving Sponsor's newsletter without affecting their chances of winning a prize. Standard data rates apply to use of mobile devices to enter.

Limit one (1) entry per person or email address. Subsequent entries will be void. Entries that are incomplete or do not adhere to these Official Rules or specifications of the Promotion may be disqualified at Sponsor's sole discretion. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed, or similar methods will be void. Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor and its agents are not responsible for lost, late, damaged, misdirected, illegible or incomplete entries. All information submitted in connection with an entry will be treated in accordance with these Official Rules and Sponsor's Privacy Policy, available at <u>https://www.sunkist.com/legal/#privacy-policy</u>.

6. <u>Additional Terms</u>. Sponsor may prohibit an entrant from participating in the Promotion if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion including by cheating, hacking, deception or other unfair practices (including the use of automated quick entry programs, including but not limited to entries submitted using any robot, crypt, macro, or other automated service) or intending to annoy, abuse, threaten or harass any other entrant, Sponsor, or its agents, or if entrant has submitted or has attempted to submit malicious code, .exe files or any file that contains malicious code.

7. <u>Winner Selection</u>. On or about January 16, 2024, Sponsor or its designee will select the name of one (1) potential winner in a random drawing of all eligible entries received. **Odds of winning depend on the number of eligible entries received.** The potential winner will be notified by email. If the potential winner cannot be contacted within three (3) days of the first attempt to contact him/her using the email address provided at the time of entry, Sponsor will select an alternate winner at random from among all remaining eligible entries in accordance with these Official Rules.

8. <u>Requirements of Potential Winner</u>. Except where prohibited, each potential winner may be required to complete and return an affidavit of eligibility, an IRS W-9 form, and liability/publicity release (the "**Affidavit/Release**") within seven (7) days of being notified. If a potential winner fails to sign and return the Affidavit/Release within the required time period, if notification or prize is returned as undeliverable, or if Sponsor determines in its sole discretion that a potential winner is ineligible, the potential winner will forfeit the Prize and an alternate entrant will be selected in his/her place at random from among all remaining eligible entries. Unless prohibited by law, acceptance of a prize constitutes permission for Sponsor to use winner's name, picture, likeness, address (city and state), and biographical information for advertising and publicity purposes, worldwide, without further notice, compensation, or right of approval.

9. <u>Prize</u>. One (1) verified winner will receive a \$2,500 USD Princess Cruises promotional card that may be used towards a Princess Cruise Lines, Ltd. ("**Princess Cruises**") cruise for the winner and one (1) guest. Cruises are subject to availability. Promotional card expires one (1) year after it is activated (approximately January 2025) and any cruise booked using such card must be completed by such date. If for any reason, a winner does not use their promotional card by the expiration listed, then such

promotional card shall be void and the winner will forfeit their right to the prize. The difference between cruise, travel, and all other costs, fees and the promotional card shall be the sole responsibility of the winner. All federal, state, and local taxes and all other expenses associated with the Prize award, acceptance, receipt, and/or use that are not specifically mentioned herein are also the responsibility solely of winner. Prize is non-transferable and non-assignable. No cash or other substitution permitted.

Princess Cruises promotional cards are subject to Princess Cruises' terms and conditions (including the passage contract) and may be used towards cruise fares, which only includes regular onboard meals and entertainment, applicable government fees and taxes. Winner can select dates of the cruise, which will be subject to the Released Parties' approval, and may be subject to certain restrictions and blackout dates. No alternative travel dates will be made available. TRANSPORTATION TO AND FROM THE POINT OF EMBARKMENT/DISEMBARKMENT FOR CRUISES IS NOT INCLUDED. No additional transportation or lodging accommodations will be provided by the Released Parties. Each winner's quest (if applicable) must be 21 years of age or older as of the date of cruise departure unless the winner is the guest's parent and/or legal guardian. Any guests who are minors in his or her state of residence must be accompanied at all times during the cruise (including, but not limited to, cruise activities, excursions and all other cruise-related events) by his/her parent or legal guardian. Released Parties are not responsible for any delay or cancellation, delays, diversions, or substitution of the prize or any portion of the prize due to unforeseen circumstances, or those outside of Sponsor's control. In the event of delay or cancellation, the prize, or portion thereof, will not be awarded, and Sponsor will not provide any compensation or substitution for that portion of the prize.

Winner is responsible for satisfying all conditions of travel including reviewing the COVID19 and related policy issues on the Princess Cruise website. Prize will be fulfilled by the Sponsor's designated agent.

All expenses and incidental travel costs not expressly covered by the promotional card are the sole responsibility of the winner.

10. <u>General Conditions</u>. In the event that the operation, security or administration of the Promotion is impaired in any way for any reason, Sponsor may, in its sole discretion, suspend, modify and/or cancel the Promotion and, if feasible, select a potential winner from among eligible, salvageable, and non-suspect entries received on or before the termination date. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the operation of the Promotion or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the operation of the Promotion may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event of a dispute as to any entry, the authorized account holder of the e-mail address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain

associated with the submitted address. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Promotion. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

11. <u>Release and Limitation of Liability</u>. By participating in the Promotion, you agree (and agree to confirm in writing): (i) to abide by these Official Rules, which are final and binding, and the decisions of Sponsor, and Princess Cruise Lines, Ltd. with respect to all aspects of the Promotion, which are final; and (ii) to release and hold harmless Sponsor Princess Cruise Lines, Ltd., their related companies, and each such company's respective officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of or related to, directly or indirectly, in whole or in part, your participation in the Promotion or receipt or use of any prize (including any travel related thereto), including, but not limited to: (a) claims arising from any breach or alleged breach by you of these Official Rules; (b) claims arising from unauthorized human intervention in the Promotion; (c) claims arising from technical or printing errors; (d) claims arising from lost, late, postage-due, misdirected, or undeliverable mail or email; (e) claims arising from errors in the administration of the Promotion or the processing of entries; (f) claims arising from injury, death, destruction, loss, or damage to persons or property; or (q) claims based on defamation, portrayal in a false light, infringement of intellectual property rights, or on the rights of publicity or privacy. You further agree that in any cause of action, the Released Parties' liability will be limited to the actual out-of-pocket costs associated with participating in the Promotion, and in no event shall the Released Parties be liable for attorneys' fees. BY ACCEPTING CRUISE, WINNERS ACCEPT (AGREE TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK IN LAND AND SEA TRAVEL, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGE THAT HIS/HER CRUISE PARTICIPATION IS VOLUNTARY, ACKNOWLEDGE THAT THERE ARE NATURAL FACTORS AND OCCURRENCES. WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND THAT HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT TO THE EXTENT PERMISSIBLE BY LAW, RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

YOU WAIVE ANY RIGHTS OR CLAIMS TO INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY SO THE ABOVE MAY NOT APPLY TO ALL ENTRANTS.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE ANY AND ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." 12. <u>Disputes</u>. To the extent permitted by applicable law, by entering the Promotion, you agree that any and all disputes, claims, and causes of action arising out of the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Los Angeles County, California. All issues and questions concerning these Official Rules, your rights and obligations, or Sponsor's rights and obligations shall be governed by the laws of the State of California, without giving effect to any choice of law or conflict of law rules.

13. <u>Results</u>. For a list identifying the winner (available thirty (30) days after the Promotion Period), send a self-addressed, stamped envelope specifying the name, date, and location of the Promotion to: Sunkist Growers, Inc, 27770 N Entertainment Dr., Valencia, CA 91355. All requests must be received by sixty (60) days after the end of the Promotion Period.

Princess Cruise Lines, Ltd. is a prize provider and is not responsible for sponsoring or administrating this Promotion in any way. Any and all questions or concerns shall be directed to Sponsor and not to Princess Cruise Lines, Ltd.