

# **DOLE “SUNSHINE FOR ALL” – PROMOTION OFFICIAL PROMOTION RULES AND REGULATIONS (“OFFICIAL RULES”)**

NO PURCHASE NECESSARY.

The **Dole “Sunshine For All” – PROMOTION** (the “Promotion”) is sponsored by Dole Foods of Canada Company (the “Sponsor”). The Promotion starts at 9:00:01 AM ET on August 4, 2020 (the “Promotion Opening Date”). The Promotion closing date is 11:59:59 pm ET on August 31, 2020 (the “Promotion Closing Date”). The “Promotion Period” runs from the Promotion Opening Date to the Promotion Closing Date. By participating in this Promotion you are agreeing to be legally bound by these Promotion Rules. If you do not agree to be legally bound by these Promotion Rules, then please do not participate in this.

**2. ELIGIBILITY:** The Promotion is open to all individuals who are residents of Canada and located in Canada at the time of entry, who are over the age of eighteen (18), excluding residents of Quebec.

The Promotion is governed by Canadian law and is subject to all applicable federal, provincial and territorial laws and regulations. The Promotion is void where prohibited by law.

## **3. HOW TO ENTER:**

### **A. ONLINE PARTICIPATION**

To participate in the Promotion, entrants must post an image or video on social media (Facebook, Instagram and Twitter) containing Dole products (canned pineapple, fruit jars, fruit pouches, fruit bowls, fruit ‘n gel bowls, fruit ‘n pudding, 100% Pineapple Juice, frozen fruit) using the hashtag, #dolesunshineforall. For each image posted the Sponsor will contribute \$1 to a maximum of \$10,000 to Food Banks Canada.

All entries must include all required information (for example image containing Dole product with hashtag #dolesunshineforall) to be eligible. Use of any automated system to participate is prohibited and will result in disqualification from the Contest.

## **7. GENERAL**

#### A. Official Rules Govern

In the event of a conflict between the Official Rules and any instructions or interpretations of these Official Rules given by any member of the Promotion Group regarding the Promotion, these rules shall prevail. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or any other statement contained in any Promotion-related materials including, but not limited to, the online entry, point of sale, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.

#### B. Indemnification

By submitting an entry into this Promotion, each entrant confirms his or her understanding of and compliance with these Official Rules. Each entrant hereby releases and holds the Released Parties harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death or property damage, resulting in whole or in part, directly or indirectly, from participation in the Promotion, any breach of the Official Rules, or in any Prize-related activity, including, but not limited to, computer viruses that the entrant or their household members may come into contact with through their participation in the Promotion. The entrant agrees to fully indemnify the Released Parties from any and all claims by third parties relating to the Promotion, without any limitation, whatsoever.

#### C. Limitation of Liability

Incomplete entries, damaged entries, illegible entries or entries received after the Promotion Closing Date will not be accepted. The Released Parties take no responsibility for lost, stolen, misdirected, damaged, illegible or late entries which for any reason are not received before the Promotion Closing Date, or for printing, distribution or production errors.

None of the Released Parties assumes any responsibility for any problems or technical malfunctions of or relating to any telephone network or lines, unavailable network connections, failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications (regardless of whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion), human error in the processing of entries in this Promotion, computer online systems or servers, computer software problems, traffic congestion on the Internet or at any website, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of any Promotion-related materials; nor will any of the

Released Parties assume any responsibility for any damage to an entrant's or any person's computer or for breaches of privacy due to interference by third party computer "hackers" arising as a result of participating in this Contest.

For avoidance of doubt, none of the Released Parties assumes any liability for any personal injury or property damage or losses of any kind, including without limitation, direct, indirect, consequential, incidental or punitive damages which may be sustained to an entrant's or any other person's computer equipment resulting from an entrant's attempt to either participate in the Promotion or download any information in connection with participating in the Promotion or use of any website. Without limiting the foregoing, everything on any website is provided "as is" without any 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. Furthermore, none of the Released Parties assumes any liability for any additional aspects of the Promotion.

#### D. Promotion Administration

All entries are the property of the Sponsor and none shall be returned. All decisions regarding the Promotion remain with the Sponsor. In addition, the Sponsor reserves the right, in its sole discretion, to modify, cancel, suspend and/or terminate any or all parts of the Promotion for any reason.

The Sponsor reserves the right, in its sole discretion, to disqualify any individual that it finds to be in violation of these Official Rules. The Sponsor reserves the right to refuse an entry from a person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. Any attempt to tamper with the entry process, interfere with these Official Rules, deliberately damage any website or undermine the administration, security or legitimate operation of the Contest, is a violation of criminal and civil laws, and the Sponsor reserves the right to seek damages and/or other relief (including attorneys' fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include banning or disqualifying entrants from this and future Sponsor contests. In its sole determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's associated entries. The Sponsor reserves the right, in its sole discretion, to terminate or suspend the Promotion should fraud, computer viruses, programming bugs, or other reasons beyond the control of Sponsor corrupt the security, proper operation or administration of the Promotion.

In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the Authorized Account Holder in whose

name the email account is registered, provided that person meets all eligibility criteria of this Promotion. “Authorized Account Holder” shall mean the natural person assigned to an email address and/or telephone number, by an Internet access provider, online service provider, telephone service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

#### E. Privacy and Publicity Rights

By submitting an entry, each selected entrant agrees to allow the Promotion Group and/or the Promotion Group’s designees the perpetual right to use his/her name, biographical information, image, photos and/or likeness and statements for programming, promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, worldwide, including but not limited to on television, video, the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

The Promotion Group respects your right to privacy. Personal information collected from entrants will only be used by the Promotion Group to administer the Promotion and, only if consent is actively given at the time of entry, to provide entrants with information regarding upcoming promotions and/or events from the Promotion Group. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please refer to the Sponsor’s privacy policy, as seen on their <https://pizzanova.com/terms-of-use/http://dolecanada.ca/terms-conditions/>.

#### F. Governing Law & Other General Provisions

The Promotion is subject to applicable federal, provincial and territorial laws and regulations. The Official Rules are subject to change without notice in order to comply with any applicable federal, provincial and territorial laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between an entrant and the Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of the province of Ontario, including procedural provisions, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws.

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any

provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Any words herein importing the masculine gender shall include the feminine gender and vice versa in both the singular and the plural.

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