

Rules & Regulation:

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

ELIGIBILITY: Contest is open to legal residents of California who are 21 years of age or older and have internet access as of time of entry. Employees of Modern Luxury ("Company"), California Avocado Commission ("Sponsor"), Company and Sponsor Partners and their respective parents, subsidiaries, affiliates, contest and advertising agencies and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state, and local laws.

HOW TO ENTER: Visit website and follow the directions provided to complete and submit the online registration form to receive one (1) entry. Limit of one (1) entry per person using only one (1) email address throughout the Contest Submission Period. (**April 12, 2021-May 21, 2021**). Entrants must send entries using the correct contest entry form, email address, subject line, and any other specific entry information requested in the contest announcement. All entries must adhere to recipe submission criteria on contest entry page. Eligibility of individual entries will be at the sole discretion of Company, for any reason or for no reason, though specific reasons for disqualification may include use of inappropriate language or visuals. Company/Sponsor is not responsible for and will not consider incomplete or incorrect entries. Entries generated by script, macro, mechanical or other automated means and entries by any means which subvert the entry process are void. Multiple entries received from any person in excess of the stated limitation will be void. All entries become the sole property of the Sponsor and will not be returned.

WINNER NOTIFICATION: Winners of the contest will be contacted at the "entry" email address used to enter the contest in May 2021, and the person receiving and replying to the winner announcement email will be considered the winner unless they specify another person within the reply email as the winner. Claiming of prizes requires an email response to Company from the winning sender email address within 7 days of being notified of winning at the email address used to enter. Failure to respond shall mean that the winner forfeits the prize. Company is not required to award elsewhere any prizes forfeited by the chosen winner(s).

SUBMISSION OF PHOTO, TEXT OR OTHER CONTENT: Entries selected for display and to win "best of" contests and any other contests requiring photo, text or other content from the entrants will be judged entirely at the discretion of Company. By submitting any photo, recipe or information to Company, you hereby agree that Sponsor shall become the sole owner of any photo, recipe or information submitted (including all rights embodied therein) and that Sponsor and its designees may exploit, edit, modify, and distribute any photo, recipe or information submitted, including, without limitation, the names and likenesses of any persons or locations embodied therein (including themselves), in any and all media known or not currently know, throughout the world in perpetuity without compensation, permission or notification to the entrant or any third party, except where prohibited by law. By submitting any photo, recipe or information to Company, you hereby represent and warrant that the submitted photo, recipe or information does not and shall not infringe on any copyright, any rights of privacy or publicity of any person, or any other right of any third party, and you have the right to grant any and all rights granted to Company and Sponsor herein, including but not limited to all necessary rights under copyright, free and clear of any claims or encumbrances.

You acknowledge and agree that neither Company nor Sponsor shall have an obligation to post, display or otherwise make publicly available any photo, recipe or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any photo, recipe or information that you submit to Company. You understand and intend that any photo, recipe or information submitted by you to Company may be available for viewing, rating, review and comment on by the public, and understand that comments or ratings with which you disagree or are unhappy about may be published or otherwise become associated with any photo, recipe or information you submit to Company. By submitting any photo, recipe or information to Company, you hereby waive any privacy expectations that you may have with respect to any such photo, recipe or information submitted by you to Company. You hereby agree to hold Company, Sponsor and their respective affiliates, subsidiaries, licensees sponsors and assigns harmless from and against, and hereby waive any right to pursue, any claims of any nature arising in connection with the inclusion in, publication via or display on any Company or Sponsor site, or any other use authorized under these Terms, of any photo, recipe or information submitted to Company by you. Photos, recipes or information submitted by you to the Site shall be the property of Sponsor, and there shall be no obligation to preserve, return or otherwise make available to you or others any photos, recipes or information so submitted.

AFFIDAVIT OF ELIGIBILITY/RELEASE: Each potential winner will be required to execute an Affidavit of Eligibility, a Liability Release and where lawful, a Publicity Release within 14 days of prize notification in order to collect. If the winner cannot be contacted within 7 calendar days of first notification attempt, if prize or prize notification is returned as undeliverable, or if winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and an alternate winner will be selected from all remaining eligible entries based on the judging criteria set forth herein. Upon prize forfeiture, no compensation will be given. Limit one prize per person or household.

PRIZES (4): One (1) Grand Prize winner will receive a \$1000 cash prize paid via check within 90 days of receipt of all payee information as well as one (1) \$400 gift card that may be used towards a dinner of the winner's choice; and a prize pack including California Avocado merchandise (Approximate Retail Value (ARV): \$125). Each of three (3) Runners-Up will receive a prize pack featuring California Avocado merchandise (ARV: \$125). Total ARV of all prizes: \$1900. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Terms and conditions of gift card apply. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Prize(s) awarded to winner will be reported, if required on an IRS Form 1099 or equivalent and a winner of a prize valued more than \$600 may be required to acknowledge the prize valuation.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Company, which shall be final in all respects relating to this Contest; (b) to release, discharge and hold harmless Company and Sponsors, and their respective parents, affiliates, subsidiaries, and advertising and Contest agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or the acceptance, possession, use or misuse of any awarded prize (or portion thereof), including any/all travel/activity related thereto; and (c) to the use of his/her name, address (city and state), voice, performance, photograph, image and/or other likeness for programming, advertising, publicity, trade and promotional purposes in any and all media, now

or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning email addresses. Released Parties not responsible for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for late, lost, damaged, misdirected, incomplete, undeliverable, destroyed, garbled, postage-due, illegible, inaccurate, delayed or stolen entries or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether typographical, human mechanical, electronic, computer, network, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries or mail, the announcement of the prize or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor may disqualify anyone from participating in the Contest or winning the prize (and void all associated entries) if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Company reserves the right in its sole discretion to cancel, modify or suspend any portion of the Contest for any reason, including should any cause corrupt the administration, security or proper play of the Contest and, in the event of termination, to determine the potential winner in a random drawing from among all eligible non-suspect entries received and combined up to such time of impairment.

LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE, INCLUDING ATTORNEY'S FEES, OTHER THAN ENTRANTS ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATION IN THIS CONTEST, AND ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED TO THE FULLEST EXTENT UNDER APPLICABLE LAW.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant, Company and Sponsor in

connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA.

USE OF DATA: Company will be collecting personal data about entrants online, in accordance with its privacy policy, which is hereby incorporated herein. Please review the Company's privacy policies at <https://modernluxurymedia.com/privacy-policy>. By participating in the Contest, entrants hereby agree to Company's collection and usage of their personal information and acknowledge that they have read and accepted Company's privacy policies.

LIST OF WINNERS: To obtain a list of winners, visit <https://www.mlangeleno.com/california-avocado-winners>. Winners' names will be posted following verification.

SPONSORS: The "Company" administering of this Contest is DM Luxury LLC dba Modern Luxury 3414 Peachtree Road, Suite 480, Atlanta, GA 30326 and the "Sponsor" is California Avocado Commission at 12 Mauchly, Suite L, Irvine, CA 92618. All trademarks used herein are the property of their respective owners.
