

**The Amazing Avocado “Watch the Program & Win” Promotion  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

Promotion may only be entered in or from the 50 United States, the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Promotion is governed exclusively by the laws of the United States. You are not authorized to participate in the Promotion if you are not located within the United States.

**1. How to Enter.** During the Promotion Period, visit <http://www.twitter.com/amazingavocado> (“Sponsor’s Twitter Page”) to receive instructions on how to enter the Promotion. Prior to doing so, you will be prompted to sign into your Twitter account. If you do not have an account, visit [www.twitter.com](http://www.twitter.com) to create one. Twitter accounts are free. Once logged into your Twitter account, follow the links and instructions to become a follower of @AmazingAvocado. On March 16<sup>th</sup>, 2010, beginning at 8:00PM ET/7:00PM CT/5:00PM PT (“Start Time”), the @AmazingAvocado Twitter account will instruct followers to send a message to @AmazingAvocado with one tip about using avocados (e.g. recipe) or about avocado nutrition stated during the March 16, 2010 episode of *The Biggest Loser* airing 8PM ET/7PM CT/8PM PT on NBC (check your local listings). You will automatically receive one (1) entry into the Promotion for each tip you post to @AmazingAvocado using the hashtag #BLavocado between the Start Time and 1:00 AM ET/ 12:00 AM CT/10 PM PT (“End Time”).

**Limit:** Each entrant may receive a maximum of three (3) entries throughout the Promotion Period. If you post updates to or receive updates from [twitter.com](http://twitter.com) via SMS from your wireless phone, your wireless-service provider may charge you for each text message you send and receive. Please consult your wireless-service provider regarding its pricing plans. You must be an active holder of a non-private Twitter account and be a follower of the @AmazingAvocado account to be eligible to enter this Promotion. All terms and conditions of [Twitter.com](http://twitter.com) apply. Multiple entrants are not permitted to share the same twitter account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any twitter account, the authorized account holder of the email address used to register at [twitter.com](http://twitter.com) 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 email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. By entering the Promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Promotion.

**2. Start/End Dates.** Promotion begins on March 16, 2010 at 8:00 ET/7:00 CT/5:00 PT and ends at 1:00 AM ET (March 17, 2010) / 12:00 AM CT (March 17, 2010) / 10 PM PT (March 16<sup>th</sup>, 2010).

**3. Eligibility.** Participation open only to legal residents of the fifty United States, the District of Columbia, who are 18 or older as of date of entry. Void outside of the 50 United States, the District of Columbia, and Canada and where prohibited, taxed or restricted by law. Employees, officers and directors of the Mexican Hass Avocado Importer's Association ("Sponsor"), Ketchum Inc., and their parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of promotion materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees, officers and directors are not eligible to enter. You are not authorized to participate in the Promotion if you are not located within the United States or the District of Columbia. All federal, state and local laws and regulations apply.

**4. Random Drawing/Odds.** Winners will be selected in a random drawing from all eligible entries received on or about March 17, 2010. Odds of winning depend on the number of eligible entries received for the drawing. By entering the Promotion, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges, which will be final and binding in all matters relating to the Promotion.

**5. Prizes.** Eight (8) Grand Prize winner will receive a copy of "The Biggest Loser 6 Weeks to a Healthier You: Lose Weight and Get Healthy for Life!" by Cheryl Forberg, RD, Melissa Roberson, Lisa Wheeler and *The Biggest Loser* Experts and Cast. Approximate retail value ("ARV") of each Grand Prize: \$21.99. ARV of all prizes combined: \$175.92. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All expenses not specifically listed herein are the responsibility of winners. Allow 2-3 weeks for delivery.

**6. Notification.** Potential winners will receive a direct message from Sponsor through the Twitter account used to enter the Promotion on or about March 17, 2010. Potential winners will be required to respond to the direct message and complete the Contact Form within seven (7) days of receipt. If a potential winner does not respond to direct message or complete the Contact Form within the required time frame, the prize will be forfeited and awarded to the next runner-up. Potential winners must continue to comply with all

terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. If a potential winner cannot be contacted, or fails to complete and respond to the direct message within the required time period, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize or in the event of noncompliance with these Promotion rules and requirements, such prize will be forfeited and may be awarded to the entrant with the next highest score. Upon prize forfeiture, no compensation will be given.

**7. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, KETCHUM INC., TWITTER, THE BIGGEST LOSER OR NBC AND THEIR ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS, FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN PROMOTION, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Promotion and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way shall be disqualified. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**8. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Sponsor, its affiliates, partners and promotion and advertising agencies are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion or downloading any materials in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should (in its

sole discretion) virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or web site. Sponsor may prohibit an entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**9. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by March 31, 2010 to: Amazing Avocado Watch The Program & Win, Ketchum, 1285 Ave of the Americas, NY, NY 10019.

**10. Sponsor.** Mexican Hass Avocado Importer's Association, 1111 Alberca Street, Coral Gables, FL, 33134