

#DoleWhipLife 2024 Creator of the Year: DIY Dole Whip Recipe Contest Official Rules

- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**
- **THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INSTAGRAM, TIKTOK, OR YOUTUBE.**
- **READ RULES CAREFULLY BEFORE ENTERING AS THEY SET FORTH DETAILS ABOUT CONTEST WINNER ASSIGNING ALL RIGHTS TO SPONSOR AND AFFILIATED ENTITIES.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

- 1. ELIGIBILITY:** The #DoleWhipLife 2024 Creator of the Year: DIY Dole Whip Recipe Contest (“Contest”) is open only to individuals who are legal residents of and physically located in one (1) of the fifty (50) United States or the District of Columbia, and who are at least eighteen (18) years of age or the age or older at the time of entry. In order to enter the Contest, you must be an established social media influencer on at least one (1) of the following social media channels AND have a minimum audience of 10,000 on any individual channel: Facebook, Instagram, TikTok, and/or YouTube (each, a “Channel”). Employees, officers and directors of Dole Food Company (“Sponsor”), Realtime Media LLC (“Administrator”), and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies (collectively, the “Contest Parties”), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. Void where prohibited by law, rule, or regulation. By participating in the Contest, you unconditionally accept and agree to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.
- 2. TIMING:** The Contest begins on or about 9:00 a.m. Eastern Time (“ET”) on December 8, 2023 and all entries must be received by the Sponsor on or before 11:59 p.m. ET on January 15, 2024 (the “Entry Period”). Entries will be judged using the process described below from January 19, 2024 to February 2, 2024 (“Judging Period”), after which the potential winners will be notified for verification of eligibility.

Winner Announcement: The winners will be announced on or about February 7, 2024.

The designated computer clock of the Sponsor is the official time-keeping device in the Contest.

- 3. HOW TO ENTER:** During the Entry Period, if you are eligible, visit the Contest website at www.dole.com/dolewhipcreatorcontest (the “Website”) and follow onscreen instructions to complete and submit an official entry form including your full name, city, state, ZIP Code, email address, phone number, date of birth, Channel handle(s) and link(s), personal website (if applicable), a brief description of the inspiration behind your Dole Whip recipe (not to exceed 600 characters), a description of what makes you excited about possibly becoming a #DoleWhipLife 2024 Creator of the Year (not to exceed 600 characters), and follow the instructions to upload your recipe as a .doc or .pdf file as well as at least one (1) image of the finished recipe as a .jpg or .png file (not to exceed 500 MB) (collectively, the “Submission”). Submissions may include multiple image uploads as well as video file uploads (not to exceed 500 MB). All Submissions must follow the technical, creative, and legal requirements disclosed

on the Website and elsewhere in these Official Rules, including, without limitation, the Content Guidelines (see below). If you successfully take all of the steps above, your Submission will be considered in this Contest, subject to the limit below.

The Contest Parties are not responsible for technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind, or for false, incorrect, changed, incomplete or illegible contact information. **Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.**

Limit of one (1) Submission per person. An uploaded recipe document may include more than one (1) individual recipe, provided all recipes are submitted in the same document. Each recipe included in the document must also have a corresponding image uploaded at the Website to be considered valid. Any attempt made by the same individual to earn more than the stated number of entries by using multiple or false contact information, accounts or otherwise may result in disqualification. A Submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed on the Website and in these Official Rules. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. All Submissions that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor's sole and absolute discretion. All Submissions become the physical property of Sponsor and will not be acknowledged or returned. Assurance of access to the Submissions is the sole responsibility of the entrant.

In the event of a dispute over the identity of an online entrant, Submission will be deemed submitted by the registered account holder of the email address associated with the Submission for the domain associated with the submitted email address, provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be deemed ineligible. Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Submissions.

4. SUBMISSION CONTENT GUIDELINES: Submissions that do not meet the following "Content Guidelines" are subject to disqualification and/or removal from the Contest, each at Sponsor's sole and absolute discretion, so read and follow these Content Guidelines:

- Any wording that is part of a Submission must be in the English language.
- As Dole is primarily a health-focused company in the fresh produce space, recipes should have limited use of added sugar, if at all, and provide a unique recipe with healthy nutrition in mind.
- Recipes must incorporate DOLE fresh pineapple and/or bananas. Additional fruit or vegetables can also be used.
- Any traditional DIY Dole Whip submissions must have that classic whip consistency that can be "piped".
- Non-traditional Dole Whip themed recipes (ex. floats, overnight oats, puddings, popsicles, desserts, breakfast alternatives, savory options, etc.) are accepted but must use the three (3) major ingredients from the DIY Dole Whip recipe (Banana, pineapple, and coconut milk).
- Recipes must be submitted as an official document containing the title and short description of recipe, with format of "Ingredients" and "Directions," and number of servings. Exact ingredient measurements should be listed, and equipment needed for the recipe included. See Sponsor-provided example on the Website for clarity.
- Recipe must include step-by-step directions for preparation and cooking, including times.

- Recipe must indicate at least one (1) recipe category: Vegan, vegetarian, low sodium, low fat, gluten free, dairy free, and/or kid friendly,
- Recipe must indicate any allergens - milk, eggs, fish, shellfish, tree nuts, peanuts, wheat, soy, etc.
- Recipe may include a chef's tip, if desired.
- If nutrition analysis software is available, please provide nutrition for one (1) serving of the recipe.
- At least one (1) image of the completed Dole Whip recipe in its presentation form must be uploaded as part of the Submission. Image must not exceed 500 MB and must be in one (1) of the following file formats: .jpg or .png.
- A video may also be included as an additional visual, but may not replace the image as set forth above. Video must not exceed 500 MB and must be in one (1) of the following file formats: .mov or .mp4.
- Recipes must be original work and not previously published nor have won other awards.
- Upon entering the Contest, you agree to assign rights to Sponsor to use your recipe, imagery, and/or video in perpetuity. Dole will credit its development to creator.
- Submissions must comply with these Official Rules and any Terms of Use posted on the Website and meet all specifications or requirements called for in on the Website, in these Official Rules, as well as other advertising for the Contest.
- You must maintain all rights, without third-party obligations, to transfer your Submission to the Sponsor if you are selected as the winner.
- Except for materials that are in the public domain, each Submission, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum.
- Submissions must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials that infringe third-party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your Submission and grant the rights herein granted to Sponsor. Submissions that contain brand names, trademarks or company logos, other than those owned by Sponsor are subject to disqualification.
- Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Website or any other Contest-related website or 3rd party platform such as viruses, Trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor's sole and absolute discretion).
- Image(s) and video(s) included as part of a Submission should not reveal any personal information about another individual, including another person's address, phone number, email address, credit card number or any information that may be used to track, contact, or impersonate that individual.
- No artwork should appear in the Submissions unless it is an original work of the entrant. Any artwork, etc. that can be seen in Submission must be created solely by the entrant or entrant must be the sole owner of all copyright interests therein.
- Entrant must not submit a Submission that, if selected, cannot be assigned to Sponsor as contemplated below.

5. LICENSE TO SUBMISSIONS: Entrant, upon submission of his or her Submission to the Contest, irrevocably grants to Sponsor, and each of its licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the Submissions, and all images, text and materials included or depicted therein, in whole or in part, in any manner or medium

now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, recreate, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrants or any third party, except for the awarding of the prizes to the winners in this Contest.

As part of this Contest, Sponsor grants each entrant a limited, revocable, non-sublicensable license to use their name, product, trademarks, and logos (collectively, the "Sponsor's IP") for the sole purpose of participating in this Contest. You are not permitted to make any further use of the Sponsor's IP for any purpose whatsoever. In addition, you recognize that all rights, title, and interest in the Sponsor's IP shall vest exclusively to the Sponsor, and you agree that you have not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP, except for the limited license granted to you in these Official Rules is transferred or created. You further acknowledge and agree that the Sponsor's IP rights are valid and enforceable, and that you shall do nothing to challenge the validity or enforceability of the Sponsor's IP in any forum. You agree that the use of the Sponsor's IP is permitted only for the purpose of creating a Submission in this Contest, and that any use of the Sponsor's IP (whether in the Submission or otherwise) beyond this scope infringes the rights of the Sponsor and will result in irreparable harm to the Sponsor.

Entrants agree that during the Entry Period, they shall not make, and shall not permit, any other public use, display or distribution of the Submissions, and they shall maintain all rights without encumbrances so that, if Sponsor desires, entrants can assign all rights in and to Submissions if selected as a winner. Sponsor, and each of its successors, assigns and licensees, will have the right to make unlimited derivative works of Submissions, to assign or transfer any or all of Sponsor's granted rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor will have the right to use, modify, alter, or add to the Submissions submitted as part of the Contest, and all images, text and materials included or depicted therein (if any), in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all "moral rights (droit moral)" now or hereafter recognized in connection with Submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a, Sponsor may request that the entrant's Submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Declaration (defined below) (and any other documents reasonably required by Sponsor) or such entrant will otherwise be disqualified from receiving his/her prize(s). Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third-party obligations. Entrants agree that Sponsor shall have the sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission. Entrants agree that Sponsor, nor its agents, shall be responsible for return or preservation of the Submissions submitted. All Submissions that are posted on the Website or elsewhere are available to be viewed by anyone with access to the Internet.

Each entrant acknowledges that Submissions are not being submitted in confidence or in trust to Sponsor and that no confidential or fiduciary relationship is intended or created. Each entrant acknowledges that Sponsor and other entrants may have created ideas and concepts contained in their Submissions that may have familiarities or similarities to his/her own Submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Parties because of these familiarities or similarities. Notwithstanding any custom and practice in the industry to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their Submissions and there is no obligation for any Contest Party to pay or otherwise compensate entrants for any of their ideas or materials in any communications with Sponsor, whatsoever. Submissions are not confidential and the Contest Parties' only obligations to entrants regarding Submissions are as specifically set forth in these Official Rules. The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Entrant, by participating in the Contest, except where legally prohibited, grants

permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Sponsor reserves the right to request from entrant at any time proof that entrant maintains all necessary rights in their Submission in order to grant Sponsor the rights required herein in a form acceptable to Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest.

- 6. REPRESENTATIONS AND WARRANTIES:** By entering the Contest, entrant represents and warrants that he or she has read, understands, agrees to and will follow the Official Rules. Entrant further represents and warrants that his or her Submission and all materials and matter therein: (a) (except for elements that are within the public domain or are provided by Sponsor for inclusion in Submissions) are wholly original with such entrant and are not a copy or imitation of any other material or entrant has all necessary rights to grant the Sponsor the rights granted hereunder and exercise such without obligation or liability to any third party; (b) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (c) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and that he or she has complied and has obtained all permissions, licenses and consents that are necessary for the submission of the Submission and the use of the Submission and to verify compliance with the foregoing requirements. Entrant agrees to provide to Sponsor at Sponsor's request copies of all such permissions, licenses and consents. Sponsor reserves the right, in its sole discretion, to disqualify and/or not to post on Website any Submission that Sponsor determines does not comply with these Official Rules, to make such changes to any Submission as are necessary to make it compliant, or to require the entrant to do so. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise encumbered his/her Submission, or any images, text and materials depicted therein, to any other third party. Further, entrant represents and warrants that Sponsor's use of any Submission, including any images, text and materials depicted therein, shall not violate an agreement to which such entrant has signed. Entrant agrees to indemnify and hold the Released Parties (defined below) harmless from and against any third-party claims, to the extent arising out of or relating to any breach of any representation, warranty or covenant made by entrant in connection with his or her acceptance of these Official Rules or Contest activities.
- 7. JUDGING/DETERMINING THE WINNERS:** During the Judging Period, a panel of qualified judges determined by the Sponsor in its sole discretion, will score each eligible Submission up to the maximum number of points allowed. Judges will review and judge all eligible Submissions based on the following judging criteria ("Judging Criteria"):

- Capturing the theme and spirit of a Dole Whip (33.34%)
- Creativity and originality (33.33%)
- Nutrition (33.33%)

The fifteen (15) highest-scored Submissions after initial judging based on the Judging Criteria set forth above will each be deemed a "Finalist Submission" and have their recipes created at Sponsor's kitchens for taste testing. The fifteen (15) Finalist Submissions will then be scored using an additional Judging Criteria: Recipe taste and appearance – 100% (the "Finalist Judging Criteria"). Submissions that do not contain all required entry information or are considered inappropriate for any reason are not eligible. The three (3) highest-scored Finalist Submissions based solely on the Finalist Judging Criteria will each be deemed a potential winner. In the event of a tie between 2 or more Finalist Submissions, the tie will be broken by comparing the initial scores for the Judging Criterion "Nutrition". If a tie remains, the tie will be broken by comparing the scores for the Judging Criterion "Capturing the theme and spirit of a Dole Whip". In the unlikely event that a tie still remains, an additional "tie-breaking" judge appointed by the Sponsor shall be brought in to evaluate the tied Submissions, based on the Judging Criteria

above. Sponsor reserves the right not to award all prizes or to choose fewer than the number of winners specified in these Official Rules if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Prize awards are subject to verification of eligibility and compliance with these Official Rules. Judges' decisions are final and binding.

- 8. WINNER NOTIFICATION:** The potential winners will be notified using the information provided during entry by email and/or telephone (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after selection of winner. The Contest Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email or placing of a phone call. The Contest Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

As part of the notification process, each potential winner will be required to complete and submit a declaration of eligibility / release of liability / prize acceptance agreement (collectively, the "Declaration") within seven (7) days before being eligible to receive his/her prize. If a potential winner fails or refuses to sign and return the Declaration within the required time period, or if the Declaration or prize notification is returned as rejected, faulty, unclaimed, or returned as undeliverable to potential winner, potential winner may be disqualified, and an alternate may be selected using the process set forth above, if time permits. P.O. Boxes are not permitted. Non-compliance shall result in disqualification and award of a prize to an alternate winner, if time permits. A potential winner becomes a "Winner" only after verification of eligibility by Sponsor. If a potential winner cannot be contacted within a reasonable time period, if a potential winner is ineligible, if any notification is returned undeliverable, or if a potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner may be selected from among all remaining entries repeating the process identified above. No more than the stated number of prizes will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of prizes set forth in these Official Rules, the winners of the advertised prizes may be selected by judging the Submissions of all persons making purportedly valid claims for such prizes. Inclusion in such process shall be each entrant's sole and exclusive remedy under such circumstances. The Contest Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

- 9. PRIZES/PRIZE RESTRICTIONS:** A total of three (3) prizes will be awarded in the Contest.

THREE (3) PRIZES: \$1,200 awarded as a prepaid card, a #DoleWhipLife 2024 Creator of the Year prize pack (the contents of which are determined by Sponsor in its sole discretion), opportunity for winner's custom DIY Dole Whip recipe added to Sponsor's Dole Whip Wonderland website, opportunity for winner's photograph and Dole Whip recipe displayed in a special #DoleWhipLife 2024 Creator of the Year section on Sponsor's Dole Whip Wonderland website for all of 2024, opportunity for winner's Submission image and Dole Whip recipe featured in a winner announcement post on Dole social channels in January 2024 (specific channels to be determined exclusively by Sponsor), early access for winner to new Dole recipes and brand content (such as partnerships, dole whip day, new products etc.) before general public, promotion of winner's recipe (with attribution) during certain social media relevant times on Dole social channels in 2024 (specific timing and channels to be determined exclusively by Dole), opportunity for invitation to special Dole Whip related in-person events as available, six (6) (non-Dole Whip) content posts shared as UGC on Sponsor's channels over 2024 (specific channels to be determined exclusively by Dole. Must be Dole Food Company brand and products related), and #DoleWhipLife 2024 Creator of the Year digital badge. Approximate Retail Value ("ARV") of each prize is \$1,600.

Total ARV of all prizes is \$4,800.

IMPORTANT NOTE: Prizes include only the elements listed. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability

are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a winner with his/her prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prizes are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Each Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of a prize is based on available information provided to Sponsor and the value of any prize awarded to a winner will be reported for tax purposes as required by law. Each winner will be required to provide Sponsor with a valid social security number before the prize(s) will be awarded, for tax reporting purposes. An IRS Form 1099 will be issued in the name of winner, for the actual value of the prize(s) received. Any unclaimed prize will be forfeited. Prizes, if legitimately claimed, will be awarded. The Contest Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Contest Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prizes will be awarded. The Contest Parties are not responsible for, and a winner will not receive the difference, if any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Contest-related correspondence or material. Physical prize elements will be fulfilled within approximately [insert timing] after winners are confirmed.

- 10. GENERAL:** Subject to applicable law, each winner hereby expressly grants to the Contest Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), Submission, voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Contest ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and winner hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Contest Parties do not assume any responsibility for any disruption in the Contest, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Contest materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Contest Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Contest or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Contest; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 11. CONDUCT:** The Contest Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. The Contest Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the

participation process or the operation of the Contest, or to be acting in any manner deemed by the Contest Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Contest Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

- 12. WAIVERS AND DISCLAIMERS:** The Contest Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Submissions, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries, Submissions or registrations at any point in the operation of this Contest; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest; (e) inaccessibility or unavailability of the Internet or any website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, 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 Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Contest-related materials; or (f) any injury or damage to entrants or to any other person's computer which may be related to or resulting from any attempt to participate in the Contest. If, for any reason, the Contest (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then the Contest Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. If terminated, the Contest Parties will award the prizes from among all non-suspect, eligible entries received for the Contest up to the time of such action.
- 13. RELEASES:** All entrants, as a condition of participation in this Contest, agree to release, discharge, indemnify and hold harmless and indemnify the Contest Parties, Facebook, Instagram, TikTok, YouTube, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Contest (including travel to/from any Contest activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) entrant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize.
- 14. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 15. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of North Carolina, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of North Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of North Carolina. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.
- 16. ENTRY INFORMATION AND CONTEST COMMUNICATIONS:** As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Contest or on a Winner's list. By participating in the Contest, each entrant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.dole.com/en/about-us/terms-of-use>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 17. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

- 18. DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Contest. Sponsor cannot accurately predict the number of entrants who will participate in the Contest.
- 19. FURTHER DOCUMENTATION:** If Sponsor shall desire to secure additional assignments, certificates of engagement for the Submission or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then entrant agrees to sign the same upon Sponsor's request therefor.
- 20. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 21. WINNERS LIST:** To receive the names of the prize winners, send a #10 self-addressed, stamped envelope for receipt by April 2, 2024 to: #DoleWhipLife 2024 Creator of the Year: DIY Dole Whip Recipe Contest - Winners List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428.
- 22. SPONSOR:** Dole Food Company, 200 S Tryon St, Suite 600, Charlotte, NC 28202. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Contest.
- 23. ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>.