

Del Monte Fresh Produce N.A., Inc. New Product Submission

Del Monte Fresh Produce N.A., Inc., its parents, subsidiaries or affiliates (“Company”) invites its employees to submit their ideas for original new products for the Company to consider for production, distribution and commercializing. This form will serve as an on-going platform to collect new concepts, photo submissions and general ideas for whole and fresh cut produce items.

Eligibility: This contest is only open to the Company’s employees. Non-employees, immediate family members (defined as parents, spouse, children (and their spouses), siblings (and their spouses) and grandparents and those living in the same household of each employee, officer and director) are not eligible to enter.

Rights Granted by You: By submitting your product idea in this submission form (“Submission”), You understand and agree that Del Monte Fresh Produce N.A., Inc., its parents, subsidiaries or affiliates or anyone acting on behalf of the Company or Company’s licensees, successors, and assignees, shall own the submission and have the right, but not the obligation, where permitted by law, to produce, distribute and market the product in any channel known or hereafter developed, in perpetuity and throughout the world, without limitation, your product entry, statement and picture about the Submission, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. Furthermore, by submitting your product idea, You represent and warrant that your entry is an original work of authorship, and does not violate any third party’s proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the Company. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Company and its officers, directors, employees and representatives from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which the Company may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party’s right.

Reward: Product submission winners (the “Winners”) will be selected based on a selection process from the eligible submissions. **If a product submission is selected, the Winner will receive USD \$200 USD.** The specifics of the prize shall be solely determined by the Company. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted.

Winner Selection and Notification: Winners will be notified by comment, tag, or direct message via the platform from which the entrant submitted their entry within fifteen (15) days

following selection of product ideas. If a Winner cannot be contacted, is ineligible, fails to claim the prize within five (5) days from the time award notification was sent, the prize shall be forfeited and an alternate Winner selected. Receipt by Winners of the prize offered in this contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY A WINNER (AT Del Monte Fresh Produce N.A., Inc.'s SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST, AND ALL PRIVILEGES AS A WINNER WILL BE IMMEDIATELY TERMINATED.

Disputes: This contest IS GOVERNED BY THE LAWS OF The United States and Canada as either may apply WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The United States District Court for the Southern District of Florida will have the sole jurisdiction over any and all disputes. All parties irrevocably waive their right to trial by jury. As a condition of participating in this contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the state or province of entrant's residence having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this contest). Participant further waives all rights to have damages multiplied or increased.