NO PURCHASE NECESSARY. The Captain Citrus Marvel Sweepstakes is sponsored by The Florida Department of Citrus. Begins at 12:00 a.m. ET on 5/05/15; ends at 11:59 p.m. ET on 6/02/15. One Grand Prize with \$2,500 ARV. Open to legal residents of the 50 U.S. and D.C., 18 and older. Odds of winning depend on number of eligible entries received. Void where prohibited. Visit www.CaptainCitrus.com for complete Official Rules.

The Captain Citrus Marvel Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Void outside the fifty (50) United States and the District of Columbia, and where prohibited by law. Subject to all federal, state, and local laws. Sweepstakes begins at 12:00 a.m. Eastern Time ("ET") on May 5, 2015 and ends at 11:59 p.m. ET on June 2, 2015 (the "Entry Period"). Sponsor's computer is the official time keeping device for this Sweepstakes.

**1. Eligibility:** The Captain Citrus Marvel Sweepstakes (the "Sweepstakes") is open to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years of age as of date of entry. Employees, officers, and directors of The Florida Department of Citrus ("Sponsor"), Marvel Entertainment, LLC ("Marvel"), The Food Group, Votigo, Inc. ("Administrator"), and any of their respective parents, affiliates, subsidiaries, franchisees, mandataries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment, and marketing agencies (collectively, the "Sweepstakes Entities"), web site providers, web masters, and members of their immediate families (spouses, parents, siblings and children, regardless of where they live) and those living in the same household (whether or not related) are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to Sponsor's and/or Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify the eligibility of winners.

**2. Sponsor/Administrator:** The Sweepstakes is sponsored by The Florida Department of Citrus, 605 East Main Street, Bartow, Florida 33830. The Administrator is Votigo, Inc., 251 Lafayette Circle, Suite 330, Lafayette, CA 94549.

**3. How to Enter:** There is NO PURCHASE NECESSARY to participate. A purchase does not increase your chances of winning. During the Entry Period, visit <u>https://www.facebook.com/CaptainCitrus</u> ("Website"). On the Website, watch the :15 second Captain Citrus Video and complete all required fields of the onscreen registration form to receive one (1) entry into the Grand Prize random drawing.

After you have submitted your entry, to earn an one additional entry into the Sweepstakes, you may share the Sweepstakes on social media with friends. For each friend who subsequently enters the Sweepstakes through your link, you will receive one (1) additional entry into the Grand Prize random drawing ("refer-a-friend entry").

Limit one (1) entry per person/email address per day. Limit one (1) refer-a-friend entry per person/email address per day. Collectively, entries and refer-a-friend entries will be referred to as "entry(ies)". For the purposes of this Promotion, a "day" is defined as 12:00:00 a.m. to 11:59:59 p.m. ET. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet access and usage charges imposed by your online service may apply. If entering via mobile device, normal phone/data and usage charges imposed by your phone service may apply.

Incomplete, corrupted, or untimely entries are void and will be disqualified. Sweepstakes Entities are not responsible for late, incomplete or misdirected entries; lost, interrupted, or unavailable network, server, or other connections; or miscommunications, computer or software malfunctions, telephone transmission problems, technical failures, garbled transmissions, damage to a user's computer equipment (software or hardware), or other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise. Consequently, Sweepstakes Entities and its agencies are not liable in the event your entry is not captured due to the aforementioned reasons. Proof of submission will not be deemed to be proof of receipt by Sponsor. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant or participant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, Internet service provider, or other organization (which may include an employer) responsible for assigning email addresses for the domain associated

with the submitted address. Potential winners may be required to show proof of being the authorized account holder. Entries specifying an invalid, non-working, or inactive email address will be disqualified and ineligible to win.

**4. Selection of Winner:** On or about June 4, 2015, Administrator will select one (1) potential Grand Prize winner in a random drawing from among all eligible entries received throughout the Entry Period. The odds of winning the Grand Prize are based on the number of eligible entries received throughout the Entry Period.

The Grand Prize winner will be sent (via email) an Affidavit of Eligibility, Liability & Publicity Release (where legal) ("Affidavit") and will be required to compete, sign and return the Affidavit via mail postmarked within five (5) days of being notified in order to claim his/her prize. Grand Prize winner's travel companions (or Grand Prize winner as parent or legal guardian if travel companion is a minor in his/her state of primary residence and winner's child/charge) will each be required to execute a Release of Liability prior to prize travel. If potential winner fails to return required Affidavits and Releases within the required time period, or any prize/prize notification is returned undeliverable, or potential winner cannot be contacted for any reason after a reasonable attempt, or in the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner selected by a random drawing from among all remaining eligible entries received throughout the Entry Period (as applicable).

**5. Prize:** <u>Grand Prize</u>: One (1) Grand Prize will be awarded. The Grand Prize consists of a three-day/two- night trip to Los Angeles, CA for the winner and one (1) travel companion. Trip includes two (2) nights' hotel accommodations [one (1) standard room – based on double occupancy at a hotel selected by Sponsor in its sole discretion] (including tax and resort fees); round-trip coach class air transportation from major airport nearest winner's home to Los Angeles, CA; ground transportation from/to Los Angeles, CA airport and hotel in Los Angeles, CA; and \$250 for the winner only, awarded in the form of a Sponsor-specified gift card. If Grand Prize winner's residence is within a 150 mile radius of Los Angeles, CA, the air and ground transportation portions of the Grand Prize will not be awarded and Sponsor will not reimburse winner for the cost of any such transportation. The Approximate Retail Value ("ARV") of the Grand Prize is \$2,500.00. During the Grand Prize trip the winner will have an opportunity to have his/her likeness drawn into one (1) episode of Avengers Assembly on Disney XD and the opportunity to provide the voiceover for the character, subject to the winner's agreement to any additional terms, conditions, waivers, and/or releases that may be required by Sponsor or Marvel.

Prize Restrictions: Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion if any advertised prize becomes unavailable. Airline and ground carrier's regulations and conditions apply to Grand Prize. Trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Grand Prize winner and travel companion must travel together on the same itinerary. Grand Prize winner and travel companion must possess valid travel documents (i.e., valid government issued photo ID) in order to travel. Seat selection and timing of Grand Prize trip subject to confirmation of reservations. Grand Prize trip must be taken between 06/30/15 through 07/2/15. Travel departing date is 06/30/15. All fees and expenses related to acceptance and use of the prizes (such as security fees, gratuities, luggage fees, meals and ground transportation, and incidental charges) not specifically stated herein are the sole responsibility of the individual prize winner. Major credit card may be required at check-in to cover any incidental charges for Grand Prize. Grand Prize subject to availability and blackout dates. Grand Prize winner and travel companion must be twenty-one (21) years of age or older to participate in any Sponsor-specified activity that involves alcohol. In the event Grand Prize winner and travel companion are not twenty-one (21) years of age or older, the applicable Sponsor-specified activity(ies) will be forfeited no additional compensation will be provided. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of prizes not specifically stated herein are the sole responsibility of the individual prize winner. Grand Prize winner will be issued a 1099 tax form for the actual retail value of prize. Gift cards subject to restrictions and an expiration date may apply.

In the event Grand Prize winner and/or travel companions engage in behavior during Grand Prize travel that (as determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Marvel, Sponsor or any of Sponsor's or Marvel's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early, and send Grand Prize winner and/or travel companions home with no further obligations or compensation whatsoever to winner and/or travel companions (which may, in Sponsor's sole discretion, result in the winner's disqualification from the Sweepstakes and forfeiture of any (and/or all) prize(s). In the event Grand Prize winner or travel companions engage in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects winner or travel companion to arrest or detention, Sponsor shall have no

obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner or travel companion as a result of such conduct. Sweepstakes Entities shall have no liability for any personal injuries, death, property damage, or other damages or expenses resulting from or arising out of any travel related to the prize or any other aspect of a prize winner's or travel companion's acceptance or use of a prize.

6. General Conditions: By participating in the Sweepstakes, entrants and winners agree to be bound by these Official Rules and the decisions of the Administrator/Sponsor (collectively, "Judges"). Judges' decisions are final on all matters relating to the Sweepstakes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes and the terms and conditions of these Official Rules, the Official Rules shall prevail, govern and control. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Website, Sponsor reserves the right to cancel the Sweepstakes and determine the Grand Prize winner from among all eligible entries received prior to cancellation in accordance with these Official Rules. By participating in the Sweepstakes, each entrant agrees that Marvel, Sponsor, Administrator, The Food Group, and their respective parents, subsidiaries, affiliated companies, agents, retailers, advertising and Sweepstakes agencies, and all of their respective shareholders, officers, directors, employees and assigns, members, representatives and agents (the "Released Entities"), will have no liability whatsoever for, and will be held harmless by entrant/winners for any liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from the acceptance, possession, use or misuse of a prize or parts thereof, if applicable or participation in the Sweepstakes or participation in any related activity. Winner assumes all liability for any injury or damage caused, or claimed to be caused, by participation in the Sweepstakes or use or redemption of prize. By entering the Sweepstakes, you acknowledge that you, not the Released Entities, are responsible for the content of any material submitted in relation to the Sweepstakes. Sponsor does not guarantee that you will have any recourse through Sponsor to edit or delete any material that you have submitted. None of the material that you submit shall be subject to any obligation of confidence on the part of Sponsor and its third-party service providers and agents or their respective directors, officers and employees. By submitting an entry, you also represent and warrant that you have the right to submit the entry to Sponsor. In addition to any legal remedies that Sponsor may have for your violation of the Official Rules, Sponsor shall also have the right in its sole discretion to suspend or terminate your access to the Website, and the Sweepstakes.

**7. Publicity.** Except where prohibited by law, winners grant to Sponsor and Administrator (which grant will be confirmed in writing on request of Sponsor and/or Administrator), and those acting pursuant to their authority, the right and permission to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, winner's name, portrait, picture, voice, likeness, entry and biographical information for any non-commercial or advertising, trade, and promotional purposes (including the announcement of his or her name on television, worldwide web or radio broadcast) without additional consideration, compensation, permission, or notification.

**8. Disputes.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Florida or the appropriate State Court located in Florida; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida.

**9. Privacy:** Information collected by Sponsor in connection with this Sweepstakes may be used by Sponsor in accordance with the online Privacy Policy posted at http://fdocgrower.com/privacy-policy/. In addition, information may be shared with Administrator, Marvel, and other third parties involved in administration of the Sweepstakes and prize fulfillment. Entrant (or parent/legal guardian if a minor in his/her primary state of residence) agrees to the collection, processing, sharing, and storage of his/her personal data by Sponsor for the purposes of the Sweepstakes.

**10. Winner List:** For a winner's name, available for thirty (30) days after June 10, 2015, send a stamped, self-addressed envelope to: The Captain Citrus Marvel Sweepstakes Winner, 605 East Main Street, Bartow, Florida 33830. VT residents may exclude return postage.