<u>"New DOLE Fruit Squish'ems Text To Win"</u> <u>SWEEPSTAKES RULES</u>

I. NAME OF SPONSOR(S)

Radio Disney, a division of ABC Radio Networks Assets, LLC (hereinafter referred to as "Radio Disney") and Dole Packaged Foods, LLC.

II. ELIGIBILITY

Entrants must be legal residents of the 50 United States (including the District of Columbia, except Maine) who are physically located and residing therein (excluding Guam, Puerto Rico and all other U.S. territories and possessions).

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for Radio Disney, Dole Packaged Foods, LLC, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year.

III. HOW AND WHEN TO ENTER

NO PURCHASE NECESSARY.

SMS Text Entry: During the period commencing at 12:01:00 A.M., March 30, 2013 and ending at 11:59:00 P.M., July 3, 2013 ("Entry Period"), as announced on your local Radio Disney station. You may enter this Sweepstakes, by sending on your cell phone ("Cell") the Key Word DOLE to the SMS shortcode 839873 (TEXTRD) ("SMS Entry") during the Entry Period. Standard carrier-messaging charges and data fees may apply to each text message sent and received. SMS Entrants will receive a confirmation SMS text message on their Cell. All Cell entrants must have a text messaging two-way capable phone and digital and SMS service in order to enter the Sweepstakes using the text messaging method. Text messaging may not be available in all areas. Minors (as defined by state of primary residence, "Minor") must have Parent's permission to enter via SMS Entry. By entering via SMS Entry you grant to Sponsor your consent to call your Cell should you be selected a potential winner.

"Entry" shall mean and refer to each SMS Entry. Entries remain the property of the Sponsor and will not be returned. All Entries must be received or credited by 11:59:00 P.M., July 3, 2013.

Limit one entry per phone number via SMS Entry per day of the sweepstakes. The odds of winning will be determined by the number of eligible entries received during each Entry Period. Mass Entries or Entries generated by a script, macro or use of automated methods will be disgualified. 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 other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. If canceled, Sponsor reserves the right at its discretion to determine the Winner using all non-suspect eligible Entries received up to the time of cancellation. Sponsor is not responsible for failed, partial or garbled computer transmissions or text messages, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for: any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment, or software; or failure of any e-mail or electronic Entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this Sweepstakes. In the event of a dispute over an electronic Entry, prize will be awarded to the owner of the Address or Cell, not the name on the Entry form.

Mail in Entry: Mail a postcard including your name, address and telephone number(s) "New DOLE Fruit Squish'ems Sweepstakes", c/o Radio Disney, PO Box 110012, Chicago, IL 60611-0012. One entry per person per day. All mail in entries must be received by July 3, 2013.

Sponsor is not responsible for mail that is lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due.

IV. <u>PRIZE:</u>

One Grand Prize winner will receive:

- Round trip coach air transportation for four (4) between a major metropolitan city airport in the U.S. closest to the winner's residence and Los Angeles International Airport
- 3-night quad-occupancy hotel accommodations (one (1) standard room) at a hotel of sponsor's choice
- (1) economy size rental car for duration of trip in Los Angeles
- Guided tour of the Radio Disney Studio in Burbank, CA.

Approximate retail value of this prize is \$4,000. If the actual value of the prize is less than the stated ARV, the difference will not be awarded. Trip must be taken by August 1, 2014.

Final actual value at time of booking and travel may be substantially more or less depending on dates of travel, point of origin and ticket availability. All expenses not specifically provided for herein are the winner's sole responsibility. Some restrictions may apply.

Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value.

Prize must be used as specified or will be forfeited. An alternate winner may be selected only if time permits. In addition, in order to qualify for the Grand Prize, the Grand Prize Winner or the Grand Prize Winner's parent/guardian must satisfactorily sign and return to Sponsor, at or before such time as shall be designated by Sponsor, all documentation required hereunder, including without limitation, all required minor's approval documents. Failure to so provide all such documentation on a timely basis shall result in disqualification and forfeiture of the Grand Prize.

To claim prize, (a) Winner must provide proof of age, identity and residency, (b) Winner must, prior to August 1, 2013 (i) sign and return the Entrant's Release, (ii) sign and return the Affidavit of Eligibility (iii) sign and return all applicable minor's approval documentation required by Sponsor (c) Winner's parent/guardian must complete and sign all required documentation, including without limitation, the affidavit/release/prize acceptance form and the liability/publicity release required by Sponsor. If the Winner is a minor all prizes will be awarded in parent's or guardian's name.

V. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED

On or about July 8, 2013, one (1) potential Winner will be selected at random from all eligible Entries received. Winner must meet all eligibility requirements.

The potential Winner will be notified by phone on or about July 8, 2013; and will receive an Affidavit of eligibility/compliance with Rules, publicity/liability release and indemnification ("Release"). If Winner is a Minor, all legal responsibilities of an entrant under the Rules will be assumed by a Parent; and the prize will be awarded to the Parent for the benefit of the Minor Winner. At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: **[1]** potential Winner's failure to respond to notification within twenty-four (24) hours after notification **[2]** potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; **[3]** potential Winner's failure to validly claim the prize August 1, 2014; **[5]** potential Winner's failure to prize and return the Rules. In the event of prize forfeiture, the Sponsor may, in its sole discretion, award or not award the forfeited prize to an alternate Winner.

Odds of winning depend on the total number of eligible Entries received. Many will enter; only one (1) will win.

Federal, state and local taxes, if any, are the sole responsibility of the Winner, who will receive a 1099 tax form reflecting actual value of any prize valued at \$600 or more.

Prize is subject to availability. Sponsor is not responsible for any circumstances that make it impractical or impossible to fulfill all elements of the prize; Sponsor's only obligation will be to provide the remaining elements, if any, of the prize.

VI. <u>RELEASES</u>

By participating, entrants agree to be bound by these Rules and the decisions of the Sponsor, which shall be final in all respects.

By participating in this Sweepstakes and/or accepting any prize that you may win, you agree to release the Sponsor, its parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of the prize.

You authorize the Released Parties to use your name, voice, likeness ("Likeness"), biographical data, city and state of residence and Entry materials in programming or promotional material, in any and all media now known or hereafter created or conceived, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

You acknowledge that Likeness may be included and/or discussed in programs, that such discussion may include statements or opinions by the program talent or others about the Likeness, its appearance, and that those statements and opinions may be considered surprising, humiliating, embarrassing, derogatory, defamatory or otherwise offensive or injurious to them, Sponsor's employees, a studio or at-home audience and/or other third parties. Entrants release the Released Parties from any actions, claims, injury, loss or damage allegedly caused, directly or indirectly, by any such statements or opinions that may be made regarding the Likeness.

VII. MISCELLANEOUS; WINNERS' LIST

Void where prohibited. All federal, state and local laws and regulations apply.

Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the Sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the Sweepstakes as originally planned.

For name of Winner, send a self-addressed, stamped #10 envelope to: "New DOLE Fruit Squish'ems Sweepstakes", c/o Radio Disney, PO Box 110012, Chicago, IL 60611-0012