

# Dole Win A Trip To Hawaii Sweepstakes

## Sunday, August 2, 2009 through Saturday, August 29, 2009

### OFFICIAL RULES

**1. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**2. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

**3. HOW TO ENTER:** The Dole Win A Trip To Hawaii Sweepstakes ("Sweepstakes"), begins at 12:00:01 AM Eastern Time ("ET") on Sunday, August 2, 2009 and ends at 11:59:59 PM ET on Saturday, August 29, 2009 ("Promotion Period"). **You will be automatically entered in the Sweepstakes when you scan your Price Chopper AdvantEdge Card ("AdvantEdge Card") at any iSave Kiosk at a participating Price Chopper store located in New York, New Hampshire, Pennsylvania, Vermont, Massachusetts and Connecticut, during regular store hours during the Promotion Period. Limit one entry per person, per visit, per day.** If you do not have an AdvantEdge Card, you may apply for one free of charge at any Price Chopper store. Neither Price Chopper/Golub Corporation, Dole ("Sponsor"), their respective parent companies, subsidiaries, affiliates, advertising, promotion agencies, directors, officers, employees, agencies, any of their respective partners or prize suppliers (collectively, the "Sponsor Affiliates") are responsible for incorrect AdvantEdge Card data, electronic network, scanner or computer hardware or software malfunction and/or transmission failure, loss or delayed or corrupted data transmissions, or any technical or human failures, errors or difficulties of any kind.

**4. ELIGIBILITY: Open to legal residents of NY, VT, NH, MA, CT and PA who are 18 years of age or older at time of entry.** Employees of Price Chopper/Golub Corporation, Dole and their respective parent companies, subsidiaries, affiliates, advertising, promotion agencies, directors, officers, agencies, any of their respective partners or prize suppliers, and their immediate family (defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren) or same household of each are not eligible to enter or win.

**5. PRIZES AND APPROXIMATE RETAIL VALUE:** One (1) Grand Prize: Trip for winner and one guest for 6 nights/7 days to Honolulu, Hawaii. Trip consists of round-trip coach-class air travel from a major airport nearest winner's U.S. residence to Honolulu, Hawaii, standard room, double occupancy hotel accommodations, car rental and a Dole Plantation Tour. Approximate Retail Value is \$3,500.

Trip must be taken by September 30, 2010. Winner and guest must travel on the same itinerary and comply with all security requirements. Actual prize value may vary depending on final itinerary, and any difference between actual value and stated value will not be awarded. Travel, hotel accommodation, subject to change and other restrictions may apply. Guest of prize winner must be of legal age of majority, unless guest is winner's child or legal ward, and must execute a Liability Release and, where lawful, a Publicity Release prior to the issuance of travel documents. If winner is a minor in his/her jurisdiction of residence, winner's guest must be winner's parent/legal guardian. Once travel guest is determined, guest cannot be changed without the express written approval of Sponsor, which may be withheld for any reason. Travel must be booked at least 45 days in advance. Blackout dates and holiday blocks may apply. Travel must be booked through a Sponsor-approved agent. Any taxes, gratuities, meals (except as provided), luggage fees and all other expenses not specified herein are the sole responsibility of the winner. For car rental portion of prize, winner must have a currently valid driver's license, and comply with all requirements of the car rental agency, or neither the car rental portion of prize nor its value will be awarded.

If winner cannot accept the prize as stated, prize may be forfeited in its entirety and awarded to an alternate winner. Prize is non-transferable, and cannot be substituted or redeemed for cash. Sponsor, however, reserves the right in its sole discretion to substitute a prize, or portion of prize, with one of comparable or greater value should the prize or portion become unavailable. Federal, state, and local taxes, if any, are the sole responsibility of winner. PRIZE WILL BE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED, BY SPONSOR.

**6. RANDOM DRAWING/WINNER NOTIFICATION:** Potential winner will be notified by phone and/or mail, on or about September 15, 2009 and will be required to complete and sign an Affidavit of Eligibility and Liability Release, and where legal, a Publicity Release, and a Form W9, both of which must be returned within fourteen (14) days of attempted prize notification or the prize will be forfeited and may be awarded to an alternate winner. Prizes won by eligible individuals who are not of the age of majority under the laws of their state of residence ("minors") shall be awarded in the name of, or to, the winner's parent or legal guardian who must sign and return all documentation and must accompany winner on prize travel. In the event of noncompliance with these Official Rules, or if prize or prize notification is unclaimed or returned as undeliverable, the prize will be forfeited and may be awarded to an alternate winner. All prizes that are properly claimed will be awarded.

**7. ADDITIONAL TERMS:** Entrants (and each entrant's parent/legal guardian if entrant is a minor) agree to release and hold harmless Sponsor, and its respective parents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (individually and collectively, the "Releasees") from and against any claim or cause of action, (whether due to negligence or otherwise), including, but not limited to, personal injury, death, or damage to or loss of property, arising in whole or in part out of participation in the Sweepstakes, participation in any Sweepstakes related or travel related activity or receipt or use or misuse of the prize. Acceptance of prize constitutes winner's (and the winner's parent/legal guardian's if winner is a minor) agreement and consent that Sponsor may use the winner's name, city, state, likeness, and/or prize information for advertising, trade, and promotional purposes, worldwide, including on the Internet, in any media now known or hereafter discovered or devised, without limitation and without notice, review or approval and without further payment or consideration, except where prohibited by law.

By participating in this Sweepstakes, you (and your parent/legal guardian if you are a minor) agree to be bound by these Official Rules and by the decisions of the Sponsor and/or judging organization, which are final and binding on all matters.

**8. LIMITATION OF LIABILITY:** The Sponsor reserves the right at its sole discretion to disqualify any individual who 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. In the event this

Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, the Sponsor reserves the right to cancel, terminate or suspend the automatic portion of the Sweepstakes and in such event, to select winners by a random drawing from among all eligible automatic entries received, up to such time of cancellation, termination or suspension.

**9. DISPUTES:** Except where prohibited, entrant (and entrant's parent/legal guardian if entrant is a minor) 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 State or Federal Courts located in the State of California; (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 Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**10. WINNERS LIST/RULES:** To receive a list of the Winner(s) and/or Official Rules (please specify), send a stamped, self-addressed envelope by August 29, 2009 to: Dole Win A Trip To Hawaii Sweepstakes, Price Chopper Supermarkets, Advertising Department Box 55, 501 Duanesburg Road, Schenectady, NY 12306. (Vermont residents may omit return postage).

**11. SPONSOR:** Dole Packaged Foods, LLC, One Dole Drive, Westlake Village, CA 91362.