

BLUE DIAMOND HUNGER DEFENSE SWEEPSTAKES AND GIFT WITH PURCHASE
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE IN THE SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING A PRIZE IN THE SWEEPSTAKES.

GIFT WITH PURCHASE OFFER VALID ONLY WHILE SUPPLIES LAST.

The Blue Diamond Hunger Defense Sweepstakes and Gift with Purchase (“Promotion”) is sponsored by Blue Diamond Growers (“Sponsor”), 1802 C Street, Sacramento, CA 95811, and is administered by Twelve Thirty, LLC (“Administrator”).

- 1. PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM (noon) Eastern Time (“ET”) on August 23, 2024, and ends at 11:59:59 PM ET on December 1, 2024 (“Promotion Period”). The Promotion consists of a sweepstakes (“Sweepstakes”) and a gift with purchase offer (“Offer”), each as described below. The Offer is available during the Promotion Period, but only while Gift (as defined in Rule 7, below) supplies last. The Sweepstakes is comprised of fourteen (14) entry periods (each, an “Entry Period”) as set forth below:

Entry Period	Start Date and Time	End Date (at 11:59:59 PM ET)/Mail-In Entry Postmarked by Date	Mail-In Entry Received by Date	Random Drawing Date (on or about)
1	8/23/24 at 12:00 PM ET	8/29/24	9/9/24	9/10/24
2	8/30/24 at 12:00 AM ET	9/5/24	9/16/24	9/17/24
3	9/6/24 at 12:00 AM ET	9/12/24	9/23/24	9/24/24
4	9/13/24 at 12:00 AM ET	9/19/24	9/30/24	10/1/24
5	9/20/24 at 12:00 AM ET	9/26/24	10/7/24	10/8/24
6	9/27/24 at 12:00 AM ET	10/3/24	10/14/24	10/15/24
7	10/4/24 at 12:00 AM ET	10/10/24	10/21/24	10/22/24
8	10/11/24 at 12:00 AM ET	10/17/24	10/28/24	10/29/24
9	10/18/24 at 12:00 AM ET	10/24/24	11/4/24	11/5/24
10	10/25/24 at 12:00 AM ET	10/31/24	11/12/24	11/13/24
11	11/1/24 at 12:00 AM ET	11/7/24	11/18/24	11/19/24
12	11/8/24 at 12:00 AM ET	11/14/24	11/25/24	11/26/24

13	11/15/24 at 12:00 AM ET	11/21/24	12/2/24	12/3/24
14	11/22/24 at 12:00 AM ET	12/1/24 (mail-in entries must be postmarked by 12/2/24)	12/12/24	12/13/24

Non-winning entries **do** carry forward to subsequent Entry Periods. Additionally, all entries will be automatically entered into the Grand Prize Drawing, as further described in Section 5 of these Official Rules. The Administrator’s computer is the Promotion official clock.

- 2. ELIGIBILITY:** This Promotion is offered only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry (“Entrant”). An Entrant may not be an employee, director, officer, or agent of Sponsor, Administrator, The Big Ten Conference, Inc., Big Ten Network, LLC, nor any of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, and suppliers involved in the Promotion (“Promotion Entities”), as well as a member of each of their immediate families (defined as spouse, parents, children, and siblings) or person residing in the same household (whether related or not) as such individuals are not eligible to enter or win. Void where prohibited or restricted by law.

Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion.

- 3. HOW TO ENTER THE SWEEPSTAKES:** During an Entry Period, an eligible Entrant may participate via one (1) of the following entry methods:

- A. Purchase:** During an Entry Period, an Entrant may purchase three (3) 12 oz or larger packages of Blue Diamond Almonds (“Participating Product”) in the same transaction and keep the original register receipt (“Qualifying Purchase”). Upon making a Qualifying Purchase, the Entrant must visit bdsweeps.com (“Website”) and submit their valid e-mail address. If it is the Entrant’s first time participating in the Promotion, the Entrant must first complete and submit the registration form with all required information, which may include, but may not be limited to, first and complete last name (no initials), telephone number, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth. The Entrant must then follow the on-screen instructions to upload and submit a photograph or screenshot of the Qualifying Purchase receipt (“Receipt”). Upon submission of the registration information, and the successful upload, submission, and approval of a Receipt, the Entrant will receive one (1) entry into the Sweepstakes, subject to verification.

Receipt image must include the entire receipt from top to bottom, including all four (4) corners, may not exceed 10 MB, and must be in one (1) of the following file formats: .JPEG, .JPG, or .PNG. Receipt images must be legible and include the Qualifying Purchase date, retailer name, Participating Products purchased, and purchase total. An Entrant may fold the Receipt to fit into one (1) image, provided the required information is visible. Receipts are subject to verification. A unique Receipt may only be used once to submit an entry into the Promotion. A Receipt may not be used by more than one (1) Entrant. Mechanical reproductions, altered receipts, or unreadable receipts will not be accepted. Blurry and/or unreadable Receipt images may be rejected at the Sponsor’s or

Administrator's sole discretion. NOTE: Proof of uploading/submitting an image of a Receipt at the Website does not constitute proof of delivery or receipt of the submission.

Upon review of the Receipt, Administrator will send an "approved" or "rejected" e-mail to the Entrant. If the Receipt is rejected, the Entrant may return to the Website, enter their valid e-mail address, and follow the instructions above to upload and re-submit the Receipt. Notwithstanding the foregoing, the Entrant will have no more than four (4) opportunities to re-submit the Receipt in an Entry Period. The Entrant will receive one (1) entry into the Sweepstakes upon approval of the re-submitted Receipt. **Note:** the entry will be applied to the Entry Period in which the Entrant re-submitted the approved Receipt (i.e. if the Entrant uploaded a Receipt in Entry Period 1 that was subsequently rejected upon review, but did not re-upload the Receipt in Entry Period 2, that Receipt will be considered entered into Entry Period 2, and the Entrant will not receive an entry into Entry Period 1, nor will the Entrant be able to enter any additional Receipts into Entry Period 2, subject to the entry limits stated within).

B. Mail-In (No Purchase Necessary): To enter the Sweepstakes without making a Qualifying Purchase, an Entrant may hand-write their complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP Code, telephone number, date of submission, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Blue Diamond Hunger Defense Sweepstakes, 47 W. Division Street #374, Chicago, IL 60610. Requests sent in an envelope will not be accepted. All Mail-In Entries must be postmarked no later than the "Postmarked By" date set forth in Section 1 and received on or before the "Received By" date set forth in Section 1 that corresponds to each Entry Period, in order to be eligible. Mail-In Entries will be placed into the applicable Entry Period based on the postmark date indicated on the Mail-In Entry as set forth in Section 1.

C. Bonus Entry: After submitting an entry using either of the methods set forth above, an Entrant may receive one (1) "Bonus Entry" into the Sweepstakes by completing the following steps:

- i. Sign into their Instagram account (or create an Instagram account if they do not already have one);
- ii. Become a follower of @bluediamond (if not already following @bluediamond);
- iii. Compose a new post including a photograph of the Entrant with a Blue Diamond almond product (Entrant does not need to purchase the product in order to take a photograph); and
- iv. Tag @bluediamond and include the hashtag "#BDGSweepstakes".

By entering the Sweepstakes and using the hashtag #BDGSweepstakes, entrant hereby agrees to be bound by the terms and conditions of these Official Rules. An Entrant must have a non-private Instagram account to receive a Bonus Entry and must be a follower of @bluediamond until January 20, 2025 for winner notification purposes to be eligible to win/claim a prize, as set forth in Section 6. If an Entrant does not have a non-private Instagram account, they can create one at no cost at www.instagram.com. Please note that an Entrant must agree to comply with the Instagram Terms of Service and Privacy Policy in order to participate in the Sweepstakes on Instagram. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Instagram.

Bonus Entry Requirements: All Bonus Entries must comply with the following restrictions:

- Bonus Entry must be an original work;
- Bonus Entry cannot have been published previously by any party other than the entrant;
- Bonus Entry must be suitable for publication (i.e., may not be obscene or indecent);
- Bonus Entry cannot prominently feature trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than Blue Diamond;
- Bonus Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Bonus Entry cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without permission from that person;
- Bonus Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Bonus Entry cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Bonus Entry cannot describe or depict any illegal activity or violation of any state or federal law;
- Bonus Entry cannot include any minor child;
- Bonus Entry must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Bonus Entry must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Bonus Entry must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

Sponsor reserves the right, at its sole discretion, to disqualify a Bonus Entry if such Bonus Entry fails to comply with any of these Bonus Entry Requirements or any other provision of these Official Rules.

IMPORTANT NOTE: Any Entrant who incorporates any intellectual property owned by a third party into their Bonus Entry does so at their own risk. Each person who posts a Bonus Entry in relation to this Sweepstakes represents and warrants as follows: (i) the Bonus Entry is the Entrant's own original, previously unpublished, and previously unproduced work; (ii) the Bonus Entry does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with Entrant, and as of the date of posting, is not the subject of any actual or threatened litigation or claim; (iii) the Bonus Entry does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Bonus Entry does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. Each Entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

By submitting a Bonus Entry, entrant hereby grants permission for the Bonus Entry, including the Entrant's Instagram handle and public profile information, to be publicly posted, at Sponsor's sole discretion. The Promotion Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Bonus Entries – all of which will be void. Sponsor reserves the right to disqualify any Bonus Entry in its sole and absolute discretion.

Limit: With the exception of the Bonus Entry, for which there is a limit of one (1) Bonus Entry for the entire Promotion Period, each Entrant is limited to one (1) entry per Entry Period during the Promotion Period, regardless of method of entry. If more than one (1) entry per Entry Period for the Purchase and Mail-In Entry methods, and one (1) Bonus Entry for the entire Promotion Period is received from the same person, telephone number, address, or e-mail address, only the first entry received may be considered valid and the Entrant may be disqualified in the Sponsor's or Administrator's sole discretion.

NOTE: If accessing the Website or Instagram via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Promotion. Entrants should consult their wireless provider's pricing plans.

4. **RANDOM DRAWINGS:** On or about each of the dates set forth in Section 1, the Administrator will randomly select one (1) potential "First Prize" winner from among all eligible entries received during the applicable Entry Period. On or about December 13, 2024, the Administrator will randomly select one (1) potential "Grand Prize" winner from among all eligible entries received during the entire Promotion Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with the Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:**
 - A. **Grand Prize (1):** The "Grand Prize" is \$10,000, awarded as a check made payable to the Grand Prize winner. Only one (1) Grand Prize will be awarded in this Promotion. The ARV of the Grand Prize is \$10,000.
 - B. **First Prizes (14 total, 1 per Entry Period):** Each "First Prize" is a year's supply of Blue Diamond Almonds, awarded as five (5) 12 ct. cases of Blue Diamond 6oz almond cans. The specific type(s) of almonds included in a First Prize will be determined by Sponsor at its sole discretion and may vary by availability. Fourteen (14) total First Prizes will be available in the Promotion. One (1) First Prize will be available per Entry Period. The ARV of each First Prize is \$257.40.
 - C. **Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$13,603.60.
 - D. **Odds of Winning:** The odds of winning a First Prize depend on the total number of eligible entries received during the applicable Entry Period. The odds of winning the Grand Prize depend on the total number of eligible entries received during the entire Promotion Period.
 - E. **General:** Prizes will only be delivered to valid addresses in the United States. Each First Prize will be delivered in a single shipment. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) prize per

person. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or Force Majeure event (as defined in Section 8, below). Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

- 6. HOW TO CLAIM A PRIZE: Prizes will be awarded only if the/each potential prize winner fully complies with these Official Rules.** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Potential winners will be notified by e-mail after the applicable random drawing with instructions on how to claim a prize, and the potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Grand Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion. Failure to provide all required information and signed documents within the stated time period may result in forfeiture of winner's right to claim a prize and may result in the prize being awarded to an alternate winner, if time permits. Sponsor will attempt to ship each prize to the verified winner within 6 – 8 weeks from the end of the Promotion. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. Prizes are not transferable and include only the items specifically listed as part of each prize. No substitution or cash equivalent of prize is permitted except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the prize or portion thereof with another prize of equal or greater value. Any portion of prize not accepted by winner will be forfeited. Sponsor will issue an IRS Form 1099-MISC to the Grand Prize winner for the value of the Grand Prize. Federal, state, and local taxes on a prize and any expenses relating to the acceptance of and use of a prize not specified herein are the responsibility of the winner. ARVs are as of the time these Official Rules were printed and the value of a prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. Each prize will only be awarded to a verified winner.

- 7. HOW TO PARTICIPATE IN THE OFFER AND OFFER DETAILS:** Upon an Entrant's successful submission of a Receipt for Sweepstakes entry, as set forth in Section 3A above, and upon verification of eligibility and compliance with these Official Rules ("Offer Claim"), the Entrant will receive a \$10 Fanatics.com e-Gift Card ("Gift") via e-mail. Receipt must be submitted at the Website by 11:59:59 PM ET on December 1, 2024. The ARV of each Gift is \$10. **No more than fifty thousand (50,000) total Gifts are available in the Offer.** Allow approximately two (2) to four (4) weeks for Gift delivery to the email address submitted when registering for the Promotion. Valid only at Fanatics.com. Except where required by law, cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded, or replaced if lost or stolen. Not valid for any other gift cards or on previous purchases or returns. No cash back unless required by law. Any unused amount will be applied when you re-enter your gift card number during your next purchase. All purchases are subject to the Fanatics.com Terms of Use, which may change at any time. To check your gift card balance, please visit <https://www.fanatics.com/GC>. Void where prohibited. Gift cards are issued by Fanatics Retail Group Fulfillment, LLC.

There is a limit of up to three (3) total Gifts per person/email address during the Promotion Period – one (1) Gift per approved Receipt. No Gift substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Gift of equal or greater value in case of unavailability of a Gift or Force Majeure event. Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Gift received. All other costs and expenses not expressly set forth herein shall be solely the participant's responsibility. No requests from groups, clubs, or organizations will be honored. Receipts submitted in excess of the limits set forth herein will not be accepted and will not qualify for a Gift. NOTE: Proof of submission does not constitute proof of delivery or receipt of the submission.

- 8. LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree that the Promotion Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize/Gift; and/or (viii) entries/Offer Claims that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of an Entrant's privacy or spam filter settings that may divert any winner notification or other Promotion related e-mail to a spam or junk folder.

By entering the Promotion, each Entrant agrees: (i) to be bound by these Official Rules, including entry/Offer Claim requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of their rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's entries/Offer Claims, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize or Gift (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Promotion is not capable of running as planned, or the integrity and or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, including the selection of winners from among eligible Sweepstakes entries received prior to such cancellation, termination, modification or suspension without any further obligation provided a sufficient number of eligible entries are received. In the event of a cancellation, termination, modification or suspension, the full available quantity of Gifts may not be distributed. If Sponsor, in its discretion, elects to alter this Promotion as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Promotion, including the prizes and Gifts, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

- 9. GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.
- 10. ARBITRATION:** By participating in this Promotion, each Entrant (and any minor Entrant's parent or legal guardian) agrees: (i) that any and all disputes the Entrant may have with, or claims Entrant may have against, the Promotion Entities relating to,

arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Sacramento, California; (iv) the arbitrator’s decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable Entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply California law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant’s and/or Sponsor’s individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (viii) if the Entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of Entrant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither Entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

11. **PRIVACY POLICY:** All personal information collected in this Promotion may be used in accordance with Sponsor’s privacy policy, available at <https://www.bluediamond.com/privacy>.
12. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize/Gift, each Entrant agrees to allow Sponsor and Sponsor’s designee the perpetual right to use their name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
13. **GENERAL:** This Promotion is subject to all federal, state and local laws and regulations. Winning a prize is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Promotion other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of their prize. If it is discovered or suspected that a person has registered, entered or attempted to register or receive entries/Offer Claims using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person’s entries/Offer Claims will be declared null and void and that person will not be awarded any prize that they might have been entitled to receive and such prize may be forfeited at the Sponsor’s sole and absolute discretion. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official

Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each Entrant may be required to show proof of being an authorized account holder. If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or any prize documents will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries/Offer Claims and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and the Promotion details contained in any Promotion promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

14. WINNERS LIST: The winner list will be posted after winner confirmation is complete, and available for 60 days thereafter. For a list of prize winners, please [click here](#).

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Sponsor: Blue Diamond Growers, 1802 C Street, Sacramento, CA 95811.

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