

**BLUE DIAMOND SUPER FAN SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN A PRIZE.  
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**BY SUBMITTING AN ENTRY TO THIS SWEEPSTAKES DURING THE SWEEPSTAKES PERIOD, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. SO READ THEM CAREFULLY BEFORE ENTERING. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE RELEASED ENTITIES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

**ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. THE SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

**SWEEPSTAKES PERIOD:** The Blue Diamond Super Fan Sweepstakes (the "Sweepstakes") begins at 12:01 AM US Pacific Time ("PT") on September 1, 2021 and ends at 11:59 PM PT on October 31, 2021 (the "Sweepstakes Period"). The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. By participating, participants ("Participants") agree to be bound by these Official Rules and the decisions of Blue Diamond Growers (the "Sponsor"), which are binding and final on matters relating to this Sweepstakes.

**ELIGIBILITY:** Sweepstakes is open only to legal residents of the fifty (50) United States and District of Columbia (NOT including residents of Puerto Rico or other U.S. Territories), who are at least eighteen (18) years of age or the age of majority in their state of primary residence (whichever is older) at time of Sweepstakes Entry. Employees, officers and representatives of the Sponsor, Southern Made Services, LLC (the "Administrator"), Fandango Loyalty Solutions, LLC ("Fandango") and each of their respective parents, affiliates, subsidiaries and web-design, advertising, marketing, fulfillment, judging and promotion agencies, or other agency involved in the administration, development, fulfillment and execution of this Sweepstakes, and their immediate family members, as defined below, of each, and those persons living in the same households, whether or not related, are not eligible to participate in the Sweepstakes. Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, and their respective spouses. "Household members" shall mean people who share the same residence at least three (3) months a year. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. All federal, state and local laws and regulations apply. Void where prohibited or restricted. All Sweepstakes Entries are the property of the Sponsor.

**HOW TO PARTICIPATE:** During the Sweepstakes Period, there are two (2) ways to participate.

**1) Entry with Purchase:** To receive one (1) entry in the Sweepstakes (“Sweepstakes Entry”), follow these directions. Purchase any participating Blue Diamond Almond products 5oz or larger during the Sweepstakes Period. Visit [www.bdsuperfans.com](http://www.bdsuperfans.com) (the “Website”), create an account by completing the online form or if you’ve already created an account, log in to your account. Submit an image of your full receipt, or a screenshot of your shipping, pickup or delivery confirmation for online purchases, with qualifying item(s) starred by October 31, 2021 for validation. Submissions are reviewed within 2-5 business days. Once your receipt has been validated, you will receive an email confirming your entry into the Sweepstakes. For each validated receipt submission, you will receive one (1) Sweepstakes Entry. **2) Alternate Means of Entry:** To receive one (1) Sweepstakes Entry without making a purchase (“AMOE Entry”), visit [www.bdsuperfansamoe.com](http://www.bdsuperfansamoe.com) (the “AMOE Website”), and complete the online form to receive one entry into the Sweepstakes.

Sweepstakes Entries generated by script, macro or other automated means, and Sweepstakes Entries by any means which subvert the entry process, are void. By submitting an AMOE Entry, you agree to the Official Rules and are willing to provide your information to the Sponsor and the Administrator. No photocopied or mechanically reproduced Sweepstakes Entries accepted. Sweepstakes Entries become the property of the Sponsor and will not be returned.

There is a limit of one (1) Sweepstakes Entry per person/account per day during the Sweepstakes Period, regardless of entry method, using only one (1) email address. One (1) Sweepstakes Entry per receipt submission. Sweepstakes Entries received from any person in excess of the stated limitation, or which are incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost or misdirect, will be void. Subsequent attempts made by the same individual to submit multiple Sweepstakes Entries by using multiple or false contact information or otherwise may be disqualified. There is a limit of one (1) Prize per person throughout the Sweepstakes Period.

Any and all information provided in connection with this Sweepstakes is subject to the Sponsor's Privacy Policy available at <https://www.bluediamond.com/privacy>. By entering in the Sweepstakes, Participants hereby agree that the Sponsor may collect and use their personal information submitted with their Sweepstakes Entry in accordance with Sponsor's Privacy Policy. Among other things, the information Participants provide may be used to send company updates and announcements from the Sponsor concerning the company and its products.][ At the time of entry, Participants may be given the opportunity to opt-in to receive further communications from the Sponsor. Participants are not required to opt-in and opting in will not improve your odds of winning. For purposes of this Sweepstakes, a “day” begins at 12:01 AM PT and ends at 11:59 PM PT.

**SWEEPSTAKES PRIZE DRAWING & WINNER NOTIFICATION:** The potential Winner will be selected in a random drawing held on or about November 9, 2021. Odds of winning will depend on the number of Sweepstakes Entries received during the Sweepstakes Period.

Potential Winners will be required to execute and return an affidavit of eligibility, a taxable income form, W9, a liability release and, where lawful, a publicity release within three (3) days of date of issuance of email notification of potential win. If such documents are not returned within the specified time period, Prize notification is returned as undeliverable, the Sponsor or its agent is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at the Sponsor's discretion, an alternate Winner may be selected. The Sponsor reserves the right not to award a Prize in the event the Sponsor is unable to identify and confirm a Winner after attempting to contact alternate Winners.

**SWEEPSTAKES GRAND PRIZE (1):** There is one (1) Prize ("Prize") available to be awarded. Prize winner ("Winner") will receive one (1) four (4) day, three (3) night trip for Winner and one (1) guest ("Guest") to The Big Game on February 6, 2022. Trip will include tickets for Winner and Guest to The Big Game, round trip coach class air transportation for Winner and their Guest from a major commercial airport near Winner's home (as determined by Administrator in their sole discretion) to Los Angeles, CA; three (3) nights standard hotel accommodation (one room, double occupancy, room and tax only) for Winner and Guest at a nearby hotel as determined by the Prize Provider in their sole discretion).

**The Approximate Retail Value ("ARV") of the Prize is \$17,000.**

Winner and Guest must be eighteen (18) years of age as of the date of departure. Guest must travel on same itinerary and at the same time as the Winner. If Winner is a minor in his/her state of residence, Guest must be winner's parent/legal guardian. Winner and Guest must execute liability/publicity releases prior to issuance of travel documents. Winner and Guest must be available to travel February 4, 2022 - February 7, 2022. Reservations are subject to availability. Trip must be booked at least sixty (60) days prior to intended departure date. Travel dates are subject to Administrator and Sponsor approval. The maximum value of the Prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed. Winner will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Prize. ARV of Prize may vary depending upon the points of departure, and/or airline fare fluctuations; any difference between stated ARV and final ARV of Prize will not be awarded. Prize consists only of the elements

expressly set forth above; no other elements or expenses (including, without limitation, insurance, meals, unspecified ground transportation, phone calls, gratuities, incidentals, souvenirs, gasoline, etc.) are included in the Prize and all such expenses are the sole responsibility of Winner. Once issued, tickets are nontransferable and may not be reissued once travel has commenced. Open tickets may not be issued and stopovers are not permitted. Travel arrangements must be made through Administrator. All Prize elements must be redeemed at the same time. Prize Sponsor will not replace any lost, mutilated, or stolen tickets. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. All seating to be determined by Sponsor in its sole discretion. Sponsor is not responsible if any scheduled event or performance is delayed, postponed or cancelled for any reason and Winner will not be reimbursed for tickets. Tickets may be subject to issuer's standard rain-check policies and procedures. By accepting ticket prize, Winner agrees to abide by any terms, conditions and restrictions provided by the ticket issuer. Sponsor is not responsible if Winner does not use ticket on day of event or performance. Sponsor is not responsible for lost, stolen or damaged items during delivery and lost, mutilated, or stolen tickets, vouchers or certificates will not be replaced.

Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein. In the event that, for reasons beyond their control and not related to the Winner, the Sponsor or independent third-party company is unable to award any Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), the Sponsor will substitute the Prize with another prize of similar nature and equal or greater value at its sole discretion. The Prize is non-assignable and non-transferable and is not redeemable for cash and no substitution will be made except as provided herein at the Sponsor's sole discretion. If a selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize may be awarded to an alternate Winner. All Sweepstakes Entries and potential Winners are subject to verification by the Sponsor and the Administrator, whose decisions are final and binding. No compensation will be paid in lieu of a Prize.

Prize will be awarded provided that a sufficient number of Sweepstakes Entries are received and the Prize is claimed in accordance with the dates and times specified above.

**GENERAL CONDITIONS:** Sweepstakes qualification is determined when receipt image is submitted to the Website for receipt validation or when a request for an AMOE Entry has been submitted. Proof of identity and/or residence reasonably satisfactory to the Sponsor and/or the Administrator may be required to verify eligibility. The Sponsor and the Administrator have the right to determine

Sweepstakes eligibility in their discretion; all decisions concerning Sweepstakes eligibility are final. Any effort to circumvent the Sweepstake's limits, requirements or other terms (including, but not limited to, providing fictitious information or concealing identity or location) voids submissions and disqualifies person from participating in the Sweepstakes.

By participating, Participants accept and agree to: (i) be bound by these Official Rules, all applicable laws, and the decisions of the Sponsor, which shall be final and binding in all matters; (ii) waive any rights to claim ambiguity with respect to the Official Rules; and (iii) waive all of his/her rights to bring any claim, action, or proceeding against any of the Released Parties (as defined below). Released Parties (as defined below) are not responsible or liable for Sweepstakes Entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for Sweepstakes Entries that are late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with these Official Rules, and all such Sweepstakes Entries will be disqualified, or for emails or other errors or difficulties of any kind whether human, technical, electronic, mechanical, network, seeding, computer, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of Prize redemptions, emails, Sweepstakes Entries, the announcement of the Winner, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to Participant's or to any other person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the Website. Persons who tamper with or abuse any aspect of the Sweepstakes or who are in violation of these Official Rules, as solely determined by the Sponsor, will be disqualified and all associated Sweepstakes Entries will be void. Should any portion of the Sweepstakes be, in the Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play or submission of Sweepstakes Entries, the Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes. If terminated, at its discretion, the Sponsor reserves the right to select the potential Prize Winner from all eligible, non-suspect Prize claims received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. In no event will the Released Parties be liable for more than the stated number of Prizes in these Official Rules. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE

SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH INDIVIDUAL AND SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Participants, by participating, agree that the Sponsor, the Administrator, Fandango and each of their respective parents, affiliates, subsidiaries and advertising and Sweepstakes agencies and promotional partners and all of their respective officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by Participants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of a Prize (including any travel or activity related thereto) or participation in this Sweepstakes. The Prize is offered and provided "as is" with no warranty or guarantee by the Sponsor, either express or implied. Any and all warranties and/or guarantees on the Prize (if any) are subject to the issuer's/maker's terms therefore, and Winner agrees to look solely to such issuer/maker(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each potential winner and the Winner acknowledges that the Released Parties have not and will not obtain or provide insurance of any kind relating to the Prizes. Neither the Administrator, Fandango or any of their respective parents, affiliates, and subsidiaries are a sponsor or co-sponsor of this Sweepstakes. The Winner, by acceptance of a Prize, except where legally prohibited, grants permission for the Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness (and that of their Guest) and Prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. In case of dispute as to the identity of any Participant, entry will be declared made by the Authorized Account Holder of the email address submitted at time of entry and he/she must comply with these Official Rules. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address.

**INDEMNITY:** Participants agree to release, indemnify, defend, and hold harmless the Released Parties from any and all liability (including, but not limited to, liability for any property loss, damage, personal injury, bodily injury, death, loss, expense, accident, delay, inconvenience or irregularity), costs and expenses (including without limitation, reasonable outside attorney's fees) arising out of or relating in any way to: (a) your participation or inability to participate in the Sweepstakes, (b) typographical errors in the Official Rules or any promotional materials, (c) acceptance or possession, defects in, use, misuse or inability to use an Prize (or any component thereof), (d) any change by any company or any other person providing any of the components of a Prize due to reasons beyond any of the Released Parties' control or as otherwise permitted hereunder, (e) any

interruptions in or postponement, cancellation, or modification of the Sweepstakes, (f) human error, (g) incorrect or inaccurate transcription, receipt or transmission of any part of the Sweepstakes Entry (including, without limitation, the entry information or any parts thereof), (h) any technical malfunctions or unavailability of the Sweepstakes site or any telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by any of the Released Parties or by you, (i) interruption or inability to access the Sweepstakes, any Sweepstakes-related web pages, or any online service via the internet due to hardware or software compatibility problems, (j) any damage to your (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any wrongful, negligent, or unauthorized act or omissions on the part of any of the Released Parties, or any of their agents or employees, or (m) any other cause, condition or event whatsoever beyond the control of any one or more of the Released Parties. The Winner hereby acknowledges that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any Prize or component thereof, including any express or implied warranties provided by any of the Prize suppliers associated with this Sweepstakes.

Participants assume all liability for an injury or damage caused, or claimed to be caused, by participation in this Sweepstakes, use of the Website, or the acceptance, receipt, or use of any Prize or Prize component. Participants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees.

**BINDING ARBITRATION:** Except where required by law, Participants and the Sponsor waive all rights to trial in any action or proceeding instituted in connection with these Official Rules or the Sweepstakes (including any activity related thereto). Any controversy or claim arising out of or relating to these Official Rules or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

**CHOICE OF LAW AND JURISDICTION:** All federal, state and local laws and regulations apply. Void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Participant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the state of California without giving effect to any choice of law or conflict of laws rules (whether of California or any

other jurisdiction), which would cause the application of the laws of any jurisdiction other than California. Any action seeking legal or equitable relief arising out of or relating to the Sweepstakes or these Official Rules shall be brought only in the courts of the State of California. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**WINNER'S NAME:** For the name of the Winner (available after November 15, 2021), send a self-addressed stamped envelope to: Blue Diamond Super Fan Sweepstakes Winner PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than January 14, 2022.

**SPONSOR:** Blue Diamond Growers, 1802 C Street Sacramento, CA 95811

// End of Official Rules //