

BLUE DIAMOND GROWERS VENUS INSTANT WIN GAME AND SWEEPSTAKES OFFICIAL RULES

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

THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH PAYPAL, INC. PAYPAL ACCOUNT REQUIRED TO RECEIVE THE SWEEPSTAKES PRIZE. IF AN ENTRANT DOES NOT HAVE A PAYPAL ACCOUNT, SUCH ENTRANT MAY SIGN UP FOR A FREE ACCOUNT AT [HTTPS://PAYPAL.COM](https://paypal.com). PAYPAL ACCOUNT SUBJECT TO ADDITIONAL TERMS AND CONDITIONS.

The Blue Diamond Growers Venus Instant Win Game and Sweepstakes ("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 May 27, 2025, and ends at 11:59:59 PM ET on September 15, 2025 ("Promotion Period"). The Promotion consists of an instant win game ("Game") and a sweepstakes ("Sweepstakes"), each as described below. The Administrator's computer is the Promotions 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, 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 PLAY THE GAME:** During the Promotion Period, an Entrant must have either a valid UPC code from a participating product, as described further below, or a Game play code ("Game Code") to participate. Valid UPC codes and Game Codes may be obtained by using the methods set forth below. Valid UPC codes and Game Codes obtained outside of authorized channels are not eligible.
 - A. Purchase:** During the Promotion Period, an Entrant may purchase any 1.5-oz package or larger of Blue Diamond Almonds, while supplies last ("Participating Product"). An Entrant may use a Participating Product's UPC code to submit a Game Play (as further described below).
 - B. Free Code (No Purchase Necessary):** To receive a Game Code without making a purchase, an Entrant may send an email to VenusBDSweepsAMOE@promotions.support. The Entrant will receive a reply e-mail with

a link to the “Alternate Method of Entry Site” and an “Access Code.” Upon receiving a link, an Entrant must visit the Alternate Method of Entry Site provided and submit the valid Access Code provided in the e-mail reply. their valid e-mail address. The Entrant must then follow the on-screen prompt to submit a valid e-mail address. If it is the Entrant’s first time visiting the Alternate Method of Entry Site, the Entrant must 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. After completing and submitting the registration form or submitting a valid e-mail address on a subsequent day, the Entrant will be provided with a usable Game Code, which can be entered on VenusBDSweeps.com (as further described below).

There is a limit of one (1) Free Code Request per day, per e-mail address, during the Promotion Period.

Upon receipt of a Participating Product UPC code or a Game Code (collectively, a “Code”), as set forth above, and during the Promotion Period, the Entrant must visit www.VenusBDSweeps.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 (“Registration Form”). After completing and submitting the Registration Form or submitting a valid e-mail address on subsequent days, the Entrant must then follow the on-screen instructions to submit a valid Code to play the Game (“Game Play”). After completing the Game Play, the Entrant will receive notification on the Website screen as to whether the Entrant is a potential “Instant Winner” (“Notification”). Each Entrant who receives a winning Notification will be deemed a potential “Instant Winner”, subject to verification of the Entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their sole discretion. An Entrant is not a winner of any prize, even if the Notification should so indicate, unless and until Entrant’s eligibility and the potential winning Game Play have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

Limit: Each Entrant is limited to one (1) Game Play per day during the Promotion Period regardless of the method used to obtain a Code. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Promotion Period, with the exception of May 27, 2025, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. If more than one (1) Game Play is received from the same person, telephone number, address, or e-mail address, only the first Game Play received may be considered valid and the Entrant may be disqualified in the Sponsor’s or Administrator’s sole discretion.

NOTE: If an Entrant accesses the Website 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. HOW TO ENTER THE SWEEPSTAKES: Upon completion and submission of the

Registration Form, the Entrant will automatically receive one (1) entry into the Sweepstakes. Additionally, upon completion of a Game Play, the Entrant will automatically receive one (1) entry into the Sweepstakes.

Limit: With the exception of the first day of the Promotion, an Entrant participates in the Promotion, as described above, each Entrant is limited to receiving one (1) entry into the Sweepstakes per day during the Promotion Period. On the first day of the Promotion, an Entrant participates in the Promotion, they are limited to receiving a total of up to two (2) entries into the Sweepstakes – one (1) entry for completing the Registration Form, and one (1) entry for completing a Game Play.

5. **RANDOM DRAWING:** On or about September 16, 2025, the Administrator will randomly select one (1) potential Sweepstakes Grand Prize winner and three (3) potential Sweepstakes First Prize winners, as those terms are defined in Section 6, from among all eligible Sweepstakes entries received during the Promotion Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with the Official Rules.

6. **PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

- A. **Game Prizes (1,500):** The following prizes are available in the Game (each a “Game Prize”):

Prize Description	ARV	Quantity	Total ARV
\$25 Dick’s Sporting Goods Digital Gift Cards (“Gift Card”)	\$25	600	\$15,000

No more than 600 Game Prizes will be awarded for any reason. If, due to a technical, production, human or other error, more than 600 Entrants receive a winning Notification, the 600 intended Game Prizes will be awarded in a random drawing from among all recipients of such Notifications. The ARV of all Game Prizes will not exceed \$15,000.

The use of a Gift Card constitutes the user’s acceptance of the Gift Card’s terms and conditions so each winner should read the terms and conditions on the Gift Card carefully. Each Gift Card will not be redeemed or exchanged for cash, except where required by law.

- B. **Sweepstakes Grand Prize (1):** The “Sweepstakes Grand Prize” is a private tennis lesson (“Tennis Lesson”) for the Sweepstakes Grand Prize Winner with Venus Williams (“Williams”) scheduled to occur on Sponsor’s choice of dates approximately between October 15th, 2025 and November 15th, 2025 in West Palm Beach, Florida. This date is subject to change and is at the sole discretion of the Sponsor. The Sweepstakes Grand Prize includes the following:

- Round-trip coach air transportation for Sweepstakes Grand Prize Winner and one (1) guest (“Guest”) from a major airport, as determined by Sponsor, near Sweepstakes Grand Prize Winner’s residence to Miami, Florida;
- Five (5) nights standard hotel accommodations (one [1] room, double occupancy);
- Roundtrip ground transportation to and from hotel and location of Tennis Lesson in Palm Beach, Florida;

- \$3,700 stipend awarded via PayPal; and
- 2 Venus Williams cookbooks.
- NOTE that the Guest will not be a participant in the Tennis Lesson but is able to attend as a spectator subject to these Official Rules.

The Approximate Retail Value ("ARV") of the Sweepstakes Grand Prize is \$9,860.

Only one (1) Sweepstakes Grand Prize will be awarded in this Promotion. Note that the Sweepstakes Grand Prize winner may be required to sign other documents to receive the Tennis Lesson.

The actual value of the Sweepstakes Grand Prize may vary depending on point of departure, fluctuations in the cost of air transportation and fluctuations in hotel accommodation. Any difference between the estimate Sweepstakes Grand Prize ARV and the actual value of a Prize will not be awarded.

If Sweepstakes Grand Prize Winner elects to travel or partake in the Sweepstakes Grand Prize with no Guest, no additional compensation will be awarded to the Sweepstakes Grand Prize Winner in lieu of the unused airfare. If Sweepstakes Grand Prize Winner resides within two hundred (200) miles of Palm Beach, Florida, as determined by Sponsor in its sole discretion, additional money may be provided to cover Sweepstakes Grand Prize Winner-arranged ground transportation in lieu of air transportation, and no additional compensation will be awarded to Sweepstakes Grand Prize Winner. Travel must be taken on dates specified by Sponsor. Sweepstakes Grand Prize Winner and Guest must travel on the same itinerary. Travel dates are subject to availability; blackout dates and other restrictions may apply. Sweepstakes Grand Prize Winner and Guest are responsible for having valid travel documents including government-issued identification. Sweepstakes Grand Prize Winner is responsible for all travel expenses not included herein, including but not limited to airline baggage fees, gratuities, meals, other ground transportation, souvenirs, and any other incidental costs or expenses related to participation in the Sweepstakes Grand Prize experience. Travel must be booked by Sponsor in accordance with Sponsor's instructions. Sweepstakes Grand Prize Winner's Guest must sign and return a travel liability release/publicity release as a condition of accompanying the winner before travel will be booked. If a potential Sweepstakes Grand Prize Winner is deemed a minor in his/her jurisdiction of residence (19 in Alabama and Nebraska, 21 in Mississippi), his/her parent or legal guardian must be the Sweepstakes Grand Prize Winner and accompany the minor on the trip. If Guest is a minor, his/her parent or legal guardian must sign the document and must accompany the minor on the trip at their own expense (if the Sweepstakes Grand Prize Winner is not the parent/legal guardian). Failure to comply will result in Guest's disqualification from participating in a Prize. Sweepstakes Grand Prize Winner and his/her Guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Sweepstakes Grand Prize. Sweepstakes Grand Prize Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of Sweepstakes Grand Prize Winner. Sponsor bears no responsibility if any event, element or detail of the Sweepstakes Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Sweepstakes Grand Prize become unavailable, the Sponsor shall have no obligation to Sweepstakes Grand Prize Winner aside from providing the remaining portion of the Sweepstakes Grand Prize, minus any unavailable event, element or detail. Sponsor is not responsible if the described Tennis Lesson is delayed, postponed,

or canceled for any reason. Sweepstakes Grand Prize Winner agrees that participation in the Tennis Lesson and the venue for the Tennis Lesson is awarded pursuant to a revocable, nontransferable license that is personal to that Sweepstakes Grand Prize Winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to Sweepstakes Grand Prize Winner and/or his/her Guest if either Sweepstakes Grand Prize Winner or his/her Guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the Tennis Lesson and/or the venue for the Tennis Lesson. **All federal, state and local taxes, and any other costs and expenses associated with the receipt or use of the Sweepstakes Grand Prize not specified herein are the sole responsibility of the Sweepstakes Grand Prize Winner.**

- B. Sweepstakes First Prize (3):** The "Sweepstakes First Prize" is a "Swag Pack" consisting of a tennis racket signed by Venus Williams, a tennis bag, a Venus Williams cookbook, and a sleeve of tennis balls. Only three (3) Sweepstakes First Prizes will be awarded in the Promotion. The ARV of each Sweepstakes First Prize is \$450. The ARV of all Sweepstakes First Prizes will not exceed \$1,350.
- C. Total ARV:** The total ARV of all prizes available in the Promotion is \$26,210.
- D. Odds of Winning:** The odds of winning a Prize depend on the number of eligible Game Plays during the Promotion Period, the number of Game Prizes available at the time of a Game Play, and when the entrant completes a Game Play. The odds of winning the Sweepstakes Prizes depends 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. 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) Game Prize and one (1) Sweepstakes Prize per entrant. An Entrant may win both a Game Prize and a Sweepstakes Prize. 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.
- F. DICK'S Sporting Goods, Field & Stream and Golf Galaxy Gift Cards and eGift Cards can**

be used to buy the gear and services you love at all DICK'S, Field & Stream and Golf Galaxy retail locations or online at DICKS.com, Field and Stream Shop.com and GolfGalaxy.com. Gift Cards will not be delivered until the checkout transaction is completed. An accurate physical address or email address for the recipient is required to deliver Gift Cards. We are not responsible for Gift Cards that are undeliverable or not received due to an incorrect physical or email address. eGift Cards are subject to the same terms and conditions as Gift Cards. If you return items in-store, purchased with your eGift Card, a new Gift Card will be issued. Recipients will receive their eGift Card via email, which will include a code that must be used to redeem the eGift Card. eGift Card codes are activated within 24 hours after you receive them. eGift Cards are delivered via email. If you have confirmed the recipient's email address but the eGift Card has not been viewed within a reasonable period after the requested delivery date, following is a list of the most common reasons why delivery may have failed: spam filter blocked email or routed it to a bulk/spam folder; recipient's firewall blocked the email; email in box is over size limit; invalid email address. If you need further assistance, please contact Customer Service. Have your order number or email address ready. Please check to make sure the address of the recipient is correct and contact Customer Support if you suspect the recipient did not receive his/her Gift Card.

7. **HOW TO CLAIM A PRIZE: Prizes will be awarded only if each potential 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 with instructions on how to claim a prize, and the potential Sweepstakes 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 Sweepstakes 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 8 – 10 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 Sweepstakes Prize winner for the value of the Sweepstakes 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.

8. **LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree that the Promotion Entities, PayPal, Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, retailers, 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; and/or (viii) Game Plays/Sweepstakes entries 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 Game Play/Sweepstakes entry 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 Game Plays/Sweepstakes entries, 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 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 cancellation, termination, modification or suspension, the full available quantity of Game Prizes 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, 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, 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 Game Plays/Sweepstakes entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's Game Plays/Sweepstakes entries 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 Game Plays/Sweepstakes entries 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](#).

All trademarks used herein are the property of their respective owners.

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

This Promotion is in no way sponsored, endorsed, administered by, or associated with PayPal, Inc.