

BLUE DIAMOND SUPER FAN MADNESS 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 Madness Sweepstakes (the "Sweepstakes") begins at 12:01 AM US Pacific Standard Time ("PST") on February 21, 2022 and ends at 11:59 PM PST on April 8, 2022 (the "Sweepstakes Period").

The Sweepstakes includes six (6) Entry Periods (each an "Entry Period") as outlined in the chart below:

Entry Period	Start Date	End Date
1	February 21, 2022	March 4, 2022
2	March 5, 2022	March 11, 2022
3	March 12, 2022	March 18, 2022
4	March 19, 2022	March 25, 2022
5	March 26, 2022	April 1, 2022
6	April 2, 2022	April 8, 2022

The computer clock of the Administrator is the official time-keeping device in the Sweepstakes. By participating, participant ("Participant") agrees 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.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with the social media platforms where content may be posted or shared (Twitter, Instagram, etc., collectively "Social Media Platforms").

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 three (3) ways to participate. **1) Entry with Purchase:** To receive one (1) entry in the Sweepstakes (“Sweepstakes Entry(ies)”), follow these directions. Purchase 6 participating Blue Diamond® Almond or Nut Thins products in one or multiple transactions at any retailer (in the US) during the Sweepstakes Period. Visit 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 April 8, 2022 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(ies)”), visit www.bdsuperfans2022amoe.com (the “AMOE Website”), and complete the online form to receive one AMOE Entry. There is a limit of one (1) Sweepstakes Entry or AMOE Entry per person/account per day during the Sweepstakes Period. **3) Bonus Entries:** You can obtain twenty (20) bonus entries per Entry Period. For each Entry Period, create an original photo that tells a personal story related to the theme and direction (“Social Media Entry”) and submit it via Twitter or Instagram following the instructions below to receive ten (10) entries into the Sweepstakes. **(i) Twitter:** Create or log in to your Twitter account. Then submit your Entry and include the hashtags #BDSuperFans and #Sweepstakes to receive ten (10) Social Media Entries. **(ii) Instagram:** Create or log in to your Instagram account. Then submit your Entry and include the hashtags #BDSuperFans and #Sweepstakes to receive ten (10) Social Media Entries.

Entry Period	Entry Period Theme
1	<i>Snack Stockpile:</i> Post a photo of Participant’s super flavorful Blue Diamond Almond and/or Nut Thin stockpile.
2	<i>Flash your super fan flavor personality:</i> Post a photo of a Blue Diamond Almond or Nut Thin flavor that matches Participant’s personality.

3	Show us your on-the-go snacking style: Post a photo of Participant's stash of Blue Diamond Almond or Nut Thin on-the-go snacking style.
4	Show us your super flavorful pre-game ritual: Post a photo of Participant's fave Blue Diamond Almond or Nut Thin flavor and Participant's lucky team gear that is part of your pre-game ritual.
5	Show us your super pro moves: Post a photo of Participant balancing a Blue Diamond can on their finger.
6	Show us your super flavorful snack match up for the final game: Post a photo of Participant's favorite Blue Diamond and/or Nut Thin flavor combo.

All qualifying Social Media Entries will be aggregated and may be published on Sponsor's website, Social Media Platforms, email newsletters, and/or any other Sponsor marketing media.

Once a Sweepstakes Entry is submitted, it cannot be modified in any manner by Participant. Each Sweepstakes Entry received from any person or email address in excess of the above stated limitation will be deemed void.

Each Social Media Entry will be deemed to have been submitted by one (1) Participant, regardless of the number of people who might appear in or otherwise help create a Social Media Entry. In the event of any dispute concerning the identity of a Participant, the Social Media Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting user account. Sponsor's computer is the official time keeping device for the Sweepstakes. Entries generated by script, macro or other automated means and Entries by any means which subvert the entry process, in the sole discretion of Sponsor, are void. Sharing Social Media Entry(ies) on Social Media Platforms will not increase your chances of winning.

By submitting a Social Media Entry, each Participant acknowledges and agrees that Sponsor may obtain many Social Media Entries in connection with this Sweepstakes and/or other Promotions staged and/or sponsored by the Sponsor, and that such Social Media Entries may be similar or identical in theme, idea, format or other respects to other Social Media Entries submitted in connection with this Sweepstakes and/or other Promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Participant waives any and all claims Participant may have had, may have, and/or may have in the future, that any Social Media Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Social Media Entry, or that any compensation is due to Participant in connection with such Social Media Entry or other works used by Sponsor.

By submitting a Social Media Entry, each Participant agrees to grant Sponsor and its assignees the use of Participant's name, Social Media Platform handle, biographical information, photograph, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so. In addition, if any other persons appear in a photo or any part of a Social Media Entry, Participant agrees that prior to submitting the Social Media Entry, Participant has obtained the written consent of each such person who appears, granting Sponsor and its assignees the use of each person's name, biographical information, photograph, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Participant at any time. Failure to provide such proof, if requested, may result in disqualification, at Sponsor's sole discretion.

By submitting a Social Media Entry, each Participant acknowledges and agrees that Sponsor reserves the right to edit or otherwise revise each Social Media Entry for any reason, including without limitation, for creative reasons, for technical reasons, etc.

Participant may not contract with, or pay for, any outside consulting firm, agency, or other service for any assistance or guidance in the creation of the Social Media Entry. The Social Media Entry must consist solely of the original work of the Participant. The Participant represents and warrants that the Social Media Entry is suitable for display or publication; it does not contain any obscene or pornographic material, it does not depict in any way any individual under 18 years of age, does not contain any defamatory statements, it does not contain words or symbols that are widely considered offensive to or hateful towards individuals of a certain race, ethnicity, religion, gender, sexual orientation or socioeconomic group, it does not include threats to any person, place, business or group, it does not contain any references to alcohol, controlled substances (including lawful marijuana use) or other unlawful activities, it does not depict or encourage dangerous or illegal activities, it does not invade the privacy or other rights of any person, firm or entity, it does not contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by third parties other than appropriate Sponsor's products or services (as referenced above), does not contain any third person's personal information, such as personal names or e-mail addresses, does not contain materials owned by third parties (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), does not contain materials embodying the names, likenesses, voices, or performances identifying any celebrities and/or other public or private figures, living or dead or the names, likenesses, of any individual other than Participant without their permission, does not communicate messages or images inconsistent with Sponsor's reputation, image and/or goodwill, does not violate any law or regulation; or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor in its sole discretion.

All Social Media Entries may be reviewed for content; however, such review does not relieve the Participant from responsibility for compliance with all of these Official Rules. Social Media Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate contents as determined by Sponsor, in its sole discretion, will be disqualified and will not be considered for any Prize. Sponsor in its sole and absolute discretion, makes the final determination as to which Entries are eligible to take part in this Sweepstakes and be considered for a Prize.

There is a limit of one (1) Sweepstakes Entry or AMOE Entry per person/account per day during the Sweepstakes Period, using only one (1) email address. One (1) Sweepstakes Entry per approved receipt submission. One (1) Social Media Entry (totaling 10 sweepstakes entries) per Social Media Platform per Entry Period. Any 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) Weekly Prize throughout the Sweepstakes Period.

To enter the Sweepstakes using a social media account you must have a Twitter or Instagram account. You may obtain an account for free by visiting www.twitter.com or www.instagram.com and following their instructions on how to create a profile and/or download the Twitter application (“Twitter”) or Instagram application (“Instagram”) to your mobile device and follow the prompts to create a profile from your mobile device. Please note that you must agree to comply with the Twitter Terms of Use in order to create a Twitter account and the Instagram Terms of Use in order to create an Instagram account. If you choose to submit via Twitter or Instagram on your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities.

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 WEEKLY PRIZES: There are one hundred and twenty-eight (128) weekly prizes (“Weekly Prizes”) available to be awarded. Each weekly prize winner (“Weekly Winner”) will receive one (1) prize (“Prize”) based on the Prize associated with their Entry Period.

- **Entry Period 1 Blue Diamond Almond Party Pack:** Sixty-eight (68) Weekly Winners will receive one (1) Blue Diamond Almond Party Pack that consist of one (1) 6 oz Wasabi can, one (1) 6 oz Honey Roasted can, one (1) 6oz Xtremes Ghost Pepper can, and one

(1) 4 oz Cheddar Nut Thins box. **The Approximate Retail Value (“ARV”) of each Prize is \$13.96 The ARV of all Entry Period 1 Blue Diamond Almond Party Pack Prize is \$949.28.**

- **Entry Period 2 eGift Cards:** Thirty-two (32) Weekly Winners will receive one (1) \$25 eGift Card. **The ARV of each Prize is \$25. The ARV of all Entry Period 2 eGift Cards is \$800.**
- **Entry Period 3 Sports Gear Bag:** Sixteen (16) Weekly Winners will receive one (1) Sports Gear Bag. **The ARV of each Prize is \$75. The ARV of all Entry Period 3 Sports Gear Bags is \$1,200.**
- **Entry Period 4 Limited Edition Basketball Jersey:** Eight (8) Weekly Winners will receive one (1) limited edition basketball jersey. **The ARV of each Prize is \$100. The ARV of all Entry Period 4 Limited Edition Basketball Jerseys is \$800.**
- **Entry Period 5 NBA Official Ball:** Four (4) Weekly Winners will receive one (1) NBA Official Ball. **The ARV of each Prize is \$400. The ARV of all Entry Period 5 NBA Official Ball is \$1,600.**
- **Entry Period 6 Personalized Game Ball:** One (1) Weekly Winner will receive one (1) personalized game ball and one (1) \$10,000 check. **The ARV of the Entry Period 6 Personalized Game Ball and \$10,000 Prize is \$10,450.**

The ARV of all Sweepstakes Prizes is: \$15,799.28

The maximum value of the Weekly Prizes 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. The Entry Period 6 Weekly Winner will receive from the Administrator an IRS Form 1099 (or similar) in the amount of the Weekly Prize. Weekly Prizes consist only of the elements expressly set forth above; no other elements or expenses are included in the Weekly Prizes and all such expenses are the sole responsibility of Winner. Weekly 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. The Entry Period 6 Weekly Winner and the other Weekly Winners may be referred to as “Winner(s)”.

The Prize will be mailed to the mailing address (no P.O. Boxes) provided at time of winner notification or email provided at registration. Shipping in the continental United States only. Physical Prizes may take 10-12 weeks to arrive. In order to receive eGift Card, you must activate your Reward Code by 7/31/22. Once Reward Code is activated, eGift Card does not expire. If lost or stolen, cannot be replaced. No reproductions will be accepted. No cash value, except as required by law. Not valid with any other offer. Not for resale; void if sold or exchanged. eGift Card valid only in the U.S. at specified eGift Card merchants. eGift Cards cannot be used to purchase another Gift Card. eGift Cards cannot be redeemed for cash unless required by law. If the amount of your eGift Card(s) does NOT cover the total order amount, the remainder of the purchase balance can be paid with an accepted alternate form of payment. Any remaining value that is left on your eGift Card will be stored and available for your next purchase. We ask that you safeguard your eGift Card and treat your eGift Card as you would cash. Do not share your eGift Card. Administrator is not able to replace or replenish eGift Cards that are lost, stolen or

used without authorization. Void where prohibited. Use of eGift Card is subject to terms and conditions as set forth by the merchant. Please visit merchant's website for terms and conditions, which are subject to change at merchant's sole discretion. The merchant referenced is not a sponsor of the Sweepstakes or affiliated with Blue Diamond Growers and Fandango. 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.

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 Weekly Prizes 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 a Weekly Prize as described in these Official Rules (including if the designated Prize should become unavailable for any reason), the Sponsor will substitute the Weekly Prize with another Prize of similar nature and equal or greater value at its sole discretion. The Weekly Prizes are 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 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.

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

SWEEPSTAKES PRIZE RANDOM DRAWING & WINNER NOTIFICATION: Up to a total of one hundred twenty-eight (128) Weekly Prizes will be awarded over six (6) Entry Periods as specified below.

Entry Period	Start Date	End Date	Drawing Date	Prizes
1	February 21, 2022	March 4, 2022	March 9, 2022	68 Almond Party Packs
2	March 5, 2022	March 11, 2022	March 16, 2022	32 \$25 eGift Cards
3	March 12, 2022	March 18, 2022	March 23, 2022	16 Sports Gear Bags
4	March 19, 2022	March 25, 2022	March 30, 2022	8 Limited Edition Jerseys
5	March 26, 2022	April 1, 2022	April 6, 2022	4 NBA Official Balls
6	April 2, 2022	April 8, 2022	April 13, 2022	1 Personalized Wilson Ball and 1 \$10,000 Check

Non-winning entries from one Entry Period drawing will carry over to subsequent Entry Period drawings. Odds of winning will depend on the number of Sweepstakes Entries received during the Entry Period. Winners will be selected and notified with the first drawing on March 9 2022 thereafter according to the schedule listed above of drawing dates and Prizes awarded per

Entry Period. Winners will be randomly selected under the discretion of an independent third-party company. Winners will be contacted via email.

Winners may 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 Weekly Prize in the event the Sponsor is unable to identify and confirm a Winner.

GENERAL CONDITIONS: Sweepstakes qualification is determined when receipt image is submitted to the Website for receipt validation, when a request for an AMOE Entry has been received or when photos are posted on Social Media Platforms. 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. Each 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 Prizes (if any) are subject to the issuer's/manufacture's terms therefore, and Winner agrees to look solely to such issuers/manufacture(s) for any such warranty and/or guarantee. By participating in the Sweepstakes, each potential winner and each 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. Each 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. Each 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 April 18, 2022), send a self-addressed stamped envelope to: Blue Diamond Super Fan Madness Sweepstakes Winner PO Box 90130, Nashville, TN 37209, for Sponsor's receipt no later than June 13, 2022.

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

// End of Official Rules //