

**BLUE DIAMOND GROWERS SUMMER 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, OR 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 Summer 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 19, 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 12-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 [BDRoadTripAMOE@promotions.support](mailto:BDRoadTripAMOE@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. 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 subsequent days, the Entrant will be provided with a usable Game Code, which can be entered on BDroadtrip.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, a Game Code (collectively, a “Code”), as set forth above, and during the Promotion Period, the Entrant must visit <https://bdroadtrip.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 19, 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 you access 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 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 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 17, 2025, the Administrator will randomly select one (1) potential Sweepstakes winner from among all eligible Sweepstakes entries received during the Promotion Period. The 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 (51,000 total):** The following prizes are available in the Game (each a “Game Prize”):

Prize Description	ARV	Quantity	Total ARV
6 oz can of Blue Diamond Almonds	\$5	40,000	\$200,000
16 oz bag of Blue Diamond Almonds	\$7	10,000	\$70,000
\$25 Gas Gift Card	\$25	900	\$22,500
\$200 Airbnb Gift Card	\$200	100	\$20,000

Flavors selected by Sponsor in its sole discretion.

No more than 51,000 Game Prizes will be awarded for any reason. If, due to a technical, production, human or other error, more than 51,000 Entrants receive a winning Notification, the 51,000 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 \$312,500.

- B. **Sweepstakes Prize (1):** The “Sweepstakes Prize” is \$50,000 awarded via PayPal, which the winner may use towards the purchase of a new car. Only one (1) Sweepstakes Prize will be awarded in the Promotion. The ARV of the Sweepstakes Prize is \$50,000.

- C. **Total ARV:** The total ARV of all prizes available in the Promotion is \$362,500.

- 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 Prize depend on the total number of eligible entries received during the entire Promotion Period.

- E. **General:** Prizes will only be delivered to valid addresses in the United States. 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 per person. An Entrant may win both a Game Prize and the 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. Funds do not expire. No fees apply to purchase/activation of Card. Redeemable by U.S. residents, not including residents of U.S. territories and possessions, for merchandise and services on [airbnb.com](https://airbnb.com) only. The Card is non-reloadable and, except where required by law, cannot be redeemed for cash, refunded, or returned. Treat this Card as cash; issuer is not responsible for lost, damaged or stolen cards, or for unauthorized use. Issued by Airbnb Payments, Inc. Terms apply and are subject to change without notice; visit [airbnb.com/terms/gift\\_cards](https://airbnb.com/terms/gift_cards) for current terms, conditions, and limitations.

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 6 – 8 weeks from the end of the Promotion. If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the prize, or any winner notification is returned as undeliverable or the potential winner fails to respond to a winner notification within the timeframe specified in such winner notification, the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. Prizes are not transferable and include only the items specifically listed as part of each prize. No substitution or cash equivalent of prize is permitted except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute the prize or portion thereof with another prize of equal or greater value. Any portion of prize not accepted by winner will be forfeited. Sponsor will issue an IRS Form 1099-MISC

to the 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](http://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, or administered by, or associated with PayPal, Inc.