

BLUE DIAMOND FLAVOR FANATICS SWEEPSTAKES AND GIFT WITH PURCHASE
OFFICIAL RULES

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

GIFT WITH PURCHASE OFFER VALID ONLY WHILE SUPPLIES LAST.

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

The Blue Diamond Flavor Fanatics Sweepstakes and Gift with Purchase ("**Promotion**") is sponsored by Blue Diamond Growers ("**Sponsor**"), 1802 C Street, Sacramento, CA 95811, and is administered by Twelve Thirty, LLC ("**Administrator**").

- 1. PROMOTION PERIOD:** The Promotion begins at or about 12:00 PM (noon) Eastern Time ("ET") on February 10, 2025 and ends at 11:59:59 PM ET on May 10, 2025 ("**Promotion Period**"). The Promotion consists of a sweepstakes ("**Sweepstakes**") and a gift with purchase offer ("**Offer**"), each as described below. The Sweepstakes consists of three (3) drawings (each, a "**Drawing**") and one (1) grand prize drawing (the "**Grand Prize Drawing**") as set forth in greater detail below. The Offer is available during the Promotion Period, but only while "Gift" (as defined in Section 7, below) supplies last. Each Drawing corresponds to an entry period (each, an "**Entry Period**") as set forth below:

Entry Period	Start Date and Time	End Date (at 11:59:59 PM ET) / Mail-In Entry Postmarked by Date	Mail-In Entry Received by Date	Random Drawing Date (approximate)
1	2/10/25 at 12:00 PM ET	3/9/25	3/16/25	3/18/25
2	3/10/25 at 12:00 AM ET	3/28/25	4/4/25	4/7/25
3	3/29/25 at 12:00 AM ET	4/8/25	4/15/25	4/17/25
Grand Prize	2/10/25 at 12:00 PM ET	5/10/25	5/17/25	5/19/25

Non-winning entries carry forward to Entry Periods for subsequent Drawings. Additionally, all entries will be automatically entered into the Grand Prize Drawing, as further described in Section 5 of these Official Rules. The Administrator's computer is the Promotion's 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 with respect to the Promotion, which are final and binding in all matters related to the Promotion.

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

A. Purchase Entry Method: During an Entry Period, an Entrant must purchase five (5) or more 4 oz or larger packages of Blue Diamond Almonds in the same transaction and keep the original register receipt ("**Qualifying Purchase**"). Upon making a Qualifying Purchase, the Entrant must visit www.BDSweeps.com ("**Website**") and submit a valid e-mail address. The Entrant, if it is the first time participating in the Promotion, must then complete the entry form. The Entrant must then follow the on-screen instructions to; (1) upload an image of receipt for the Qualifying Purchase (the "**Receipt**") that complies with the "Receipt Specifications" (as defined below); (2) confirm user is owner of receipt; and (3) click "Submit". Upon completion of the foregoing steps and submission of the entry form which has been reviewed of and approved of by the Sponsor or Administrator, Entrants will receive one (1) entry into the Drawing that corresponds to the Entry Period when the Entrant submitted the entry as well as the Grand Prize.

For Entrants entering using this Purchase method of entry, prior to uploading their Receipt, there will be a game upon his/her/their first entry whereby the Entrant will be required to complete the onscreen flavor bracket activity. The Entrant's answer will have no bearing at all on his/her/their chances of winning.

Receipt image must comply with the following specifications (the "**Receipt Specifications**"): (i) the image include the entire Receipt from top to bottom, including all four (4) corners; (ii) the image must not exceed 10 MB, and must be in one (1) of the following file formats: .JPEG, .JPG, or .PNG; (iii) Receipt images must be legible and include the Qualifying Purchase date, retailer name, eligible products purchased, and purchase total. An Entrant may fold the Receipt to fit into one (1) image, provided the required information is visible. Receipts are subject to verification. Each Receipt may only be used once to submit an entry into the Promotion. A Receipt may not be used by more than one (1) Entrant. Mechanical reproductions, altered receipts, or unreadable receipts will not be accepted. Blurry and/or unreadable Receipt images may be rejected at the Sponsor's or Administrator's sole discretion. NOTE: Proof of uploading/submitting an image of a Receipt at the Website does not constitute proof of delivery or receipt of the entry.

B. Mail-In Entry Method (No Purchase Necessary): To enter the Sweepstakes without making a Qualifying Purchase, during an Entry Period an Entrant must hand-print in ink their complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP Code, telephone number, and date of birth (MM/DD/YYYY), and the date for which the Entrant intends to submit the entry, on a 3½"x5" card ("**Mail-In**").

Entry") and mail the completed Mail-In Entry with sufficient postage to: Blue Diamond Flavor Fanatics Sweepstakes, 47 W. Division Street #374, Chicago, IL 60610. All Mail-In Entries must be postmarked no later than the "Postmarked By" date set forth in Section 1 that corresponds to each Entry Period and received on or before the "Received By" date set forth in Section 1 that corresponds to each Entry Period, in order to be eligible. Mail-In Entries will be placed into the applicable Entry Period based on the Drawing designated on the Mail-In Entry and the postmark date indicated on the Mail-In Entry as set forth in Section 1. No metered mail will be accepted. No copies, facsimiles or mechanical reproductions will be accepted. Sponsor assumes no responsibility for lost, late, incomplete, stolen, misdirected, illegible or postage due entries or mail. Limit one (1) Mail-In Entry per outer mailing envelope.

Limit: One (1) entry per week (Monday – Sunday of each week during the Promotion Period, except for the last week of the Promotion Period which will be Monday, May 5, 2025 – Saturday, May 10, 2024) during each Entry Period, regardless of the method of entry used. Limit of 13 entries during the entire Promotion Period, subject to the limitations in the preceding sentence. Please note that if an entry under Section 3(A) is rejected by the Sponsor or Administrator, then the Entrant must resubmit the Receipt during the following week during the Promotion Period and the Entrant will not receive an Entry under Section 3(A) for the week in which the rejected Receipt was received. The Entrant may still receive an Entry under Section 3(B) for a week in which he/she has a rejected Receipt. *For example, if there is a rejected Receipt for the week of February 10, 2025, the Entrant may resubmit the Receipt or submit a new Receipt on February 17, 2025, but that Receipt will only be accepted for the week of February 17, 2025. The Entrant may still submit a Mail-In Entry for the week of February 10, 2025.*

Entry must be made by the Entrant, only through the entry methods described above entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. Tampering with the entry process or the operation of the Promotion, including but not limited to the use of any device to automate the entry process, is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or used in the Promotion or by any technical or human error which may occur processing of the entries in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

- 4. RANDOM DRAWINGS:** At the end of each Entry Period, on or about each of the dates set forth in Section 1, the Administrator will randomly select the number of potential Entry Period Prize winners as set forth in Section 5B-5E of these Official Rules from among all eligible entries received during the applicable Entry Period. On or about May 19, 2025, the Administrator will randomly select one (1) potential "Grand Prize" winner from among all eligible entries received during the entire Promotion Period. Each Drawing or Grand Prize Drawing will be conducted by Sponsor, Administrator, or their designee, using randomization methods selected by Sponsor or Administrator in their sole discretion. A potential winner of the Third Entry Period Prize and the Grand Prize may be notified by e-mail using the contact

information given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within five (5) calendar days of the first notification attempt, or if the prize or winner notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit the prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected. Sponsor may successively attempt to contact up to two (2) potential winner(s) of an applicable prize in accordance with such procedure, and if there is still no confirmed winner(s) of such applicable prize after such attempts have been made, if any, the corresponding prize may go unawarded.

5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING: Sponsor will award the following prizes in the Sweepstakes:

- A. Grand Prize:** There is one (1) Grand Prize available. The “**Grand Prize**” is \$10,000, awarded via PayPal payable to the Grand Prize winner. Only one (1) Grand Prize will be awarded in this Promotion. The Approximate Retail Value (“**ARV**”) of the Grand Prize is \$10,000.
- B. First Entry Period Prize:** There are sixteen (16) First Entry Period Prizes available. Each “**First Entry Period Prize**” is \$250, awarded via Venmo to the phone number provided upon registration, payable to each First Entry Period Prize winner. The ARV of each First Entry Period Prize is \$250.
- C. Second Entry Period Prize:** There are eight (8) Second Entry Period Prizes available. Each “**Second Entry Period Prize**” is \$500, awarded via Venmo to the phone number provided upon registration, payable to each Second Entry Period Prize winner. The ARV of each Second Period Entry Prize is \$500.
- D. Third Entry Period Prize:** There are four (4) Third Entry Period Prizes available. Each “**Third Entry Period Prize**” is \$750, awarded via PayPal payable to each Third Entry Period Prize winner. Only four (4) Third Period Entry Prizes will be awarded in this Promotion. The ARV of each Third Period Entry Prize is \$750.
- E. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$21,000.
- F. Odds of Winning:** The First Entry Period Prize, Second Entry Period Prize, Third Entry Period Prize and Grand Prize Entry Period Prize are collectively referred to as “**Entry Period Prize(s)**.” The odds of winning an Entry Period Prize depend on the total number of eligible entries received during the applicable Entry Period. The odds of winning the Grand Prize depend on the total number of eligible entries received during the entire Promotion Period.
- G. Additional Prize Terms:** The Grand Prize winner and each Third Entry Period Prize winner must have a free PayPal account to claim the applicable prize. If such winner does not have a PayPal account, such winner can create one for free at <https://paypal.com>. Use of the PayPal service is subject to PayPal, Inc. User Agreements for PayPal Services available at: <https://www.paypal.com/us/legalhub/home>; and the PayPal, Inc. Privacy

Statement, available at: <https://www.paypal.com/us/legalhub/privacy-full>. Each First Entry Period Prize winner and Second Entry Period Prize winner must have a free Venmo account to receive the applicable prize. If such winner does not have a Venmo account, such winner must create one for free at <https://venmo.com>. Use of the Venmo service is subject to the Venmo User Agreement for Venmo Services available at: <https://venmo.com/legal/us-user-agreement/>; and the Venmo Privacy Statement, available at: <https://venmo.com/legal/us-privacy-policy/>.

- H. General:** Limit of one (1) prize per Entrant for the entire Promotion. 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 below). All other costs and expenses not expressly set forth in these Official Rules shall be the winner's sole responsibility. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason.

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

- 6. HOW TO CLAIM A PRIZE: Prizes will be awarded only if the/each potential prize winner fully complies with these Official Rules.** All portions of the prizes are non-assignable and non-transferrable. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Sponsor may, in its sole discretion, deduct or withhold the amount of applicable tax on any cash or cash equivalent prize. The Sponsor will issue and file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the/each prize winner by the Sponsor in accordance with IRS requirements, and the Sponsor may also share such documentation with a state or local government agency as required by law. Refusal or failure of the/each prize winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Sponsor in its sole discretion, may result in the/each prize winner forfeiting the prize(s) and an alternate potential winner may be selected in accordance with these Official Rules. Sponsor will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize, as applicable. Potential Third Entry Period Prize and Grand Prize winners will each be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release and any other requested documents within five (5) calendar days from the date of attempted notification or the applicable 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 send each prize to the verified winner within 6 – 8 weeks from the end of the Promotion.

7. **HOW TO PARTICIPATE IN THE OFFER AND OFFER DETAILS:** Upon an Entrant's successful submission of a Receipt for Sweepstakes entry, as set forth in Section 3A above, and upon verification of eligibility and compliance with these Official Rules ("Offer Claim"), the Entrant will receive \$10 via Venmo ("Gift"). Receipt must be submitted at the Website by 11:59:59 PM ET on May 10, 2025. The ARV of each Gift is \$10. **No more than fifty thousand (50,000) total Gifts are available in the Offer.** Allow approximately two (2) to four (4) weeks for Gift delivery to the e-mail address submitted when registering for the Promotion. If an Entrant does not have a Venmo account, the entrant may sign up for a free account at <https://venmo.com>. Venmo account subject to additional terms and conditions.

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

8. **GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Each Entrant agrees that the Promotion Entities, Venmo, and PayPal, Inc., and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties"): (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize or Gift, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize or Gift, including, without limitation, to such prize's/Gift's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an Entrant's, or any other person's, computer system which is occasioned by accessing the Website or otherwise participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Released Parties are not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due entries or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion or the Website, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek

damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry may be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "**Force Majeure**" event or occurrence), Sponsor reserves the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor may (if possible) select the winners in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. In the event of termination, the Offer will be suspended and any unclaimed Gifts will not be fulfilled. Only the type and quantity of prizes and Gifts described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

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 PROMOTION 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 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. **WINNERS LIST:** The Sweepstakes 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.

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