

Blue Diamond Growers Fitness 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.

The Blue Diamond Growers Fitness Sweepstakes ("Sweepstakes") is sponsored by Blue Diamond Growers ("Sponsor"), 1802 C Street, Sacramento, CA 95811, and is administered by Twelve Thirty, LLC ("Administrator").

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at or about 12:00 PM (noon) Eastern Time ("ET") on September 15, 2025, and ends at 11:59:59 PM ET on November 15, 2025 ("Sweepstakes Period").
2. **ELIGIBILITY:** This Sweepstakes 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 Sweepstakes ("Sweepstakes 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 Sweepstakes.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, an Entrant must have either a valid UPC Code from a Participating Product or an Mail-In Entry to participate, all as described below. Valid UPC Codes obtained outside of authorized channels are not eligible.
 - A. **Purchase:** During the Sweepstakes Period, an Entrant may purchase any package of Blue Diamond Almonds (1.5oz or larger), while supplies last ("Participating Product"). An Entrant may use a Participating Product's UPC code (the "UPC Code") to enter the Sweepstakes. During the Sweepstakes Period, the Entrant must visit BDFitnessSweeps.com ("Website") and submit their valid e-mail address. If it is the Entrant's first time participating in the Sweepstakes, 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 UPC Code to enter the Sweepstakes for that particular day.
 - B. **Free Method:** To enter the Sweepstakes without making a purchase, an eligible entrant must hand-write his/her complete 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 (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Blue Diamond Growers Fitness Sweepstakes Entry, 47 W Division St., #374, Chicago,

IL 60610. All Mail-In Entries must be postmarked no later than November 15, 2025, and received on or before November 22, 2025, in order to be eligible. Each Mail-In Entry is worth one (1) entry into the Sweepstakes.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries

- C. Limit:** Each Entrant is limited to receiving one (1) entry per day during the Sweepstakes Period regardless of the method of entry used. If more than one (1) entry per day is received from the same person, telephone number, or e-mail address, only the first entry received may be considered valid. For purposes of this Sweepstakes, a “day” is the twenty-four (24) hour period between 12:00 AM ET and 11:59:59 PM ET, except on September 15, 2025, on which a “day” will be the period between 12:00 PM ET and 11:59:59 PM ET.

NOTE: If an Entrant accesses the Website via a mobile device, message and data rates may apply. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider’s pricing plans.

- 4. RANDOM DRAWING:** On or about November 24, 2025, the Administrator will randomly select sixty (60) potential Grand Prize winners, as that term is defined in Section 5, and three hundred (300) potential First Prize winners, as that term is defined in Section 5, from among all eligible Sweepstakes entries received during the Sweepstakes Period. Each winner is considered a potential winner pending verification of their eligibility and compliance with the Official Rules.

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

- A. Grand Prize (60):** Each “Grand Prize” is a smart watch. The Approximate Retail Value (“ARV”) of each Grand Prize is \$400. The ARV of all sixty (10) Grand Prizes is \$24,000. Only sixty (60) Grand Prizes will be awarded in this Sweepstakes.
- B. First Prize (300):** Each “First Prize” is a \$50 digital gift card to a national sports or fitness related retailer (“Gift Card”). The Approximate Retail Value (“ARV”) of each First Prize is \$50. The ARV of all three hundred (300) First Prizes is \$15,000. Only three hundred (300) First Prizes will be awarded in the Sweepstakes.
- C. Total ARV:** The total ARV of all prizes available in the Sweepstakes is \$39,000.
- D. Odds of Winning:** The odds of winning a Prize depend on the total number of eligible entries received during the entire Sweepstakes 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) Prize per Entrant. 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 7, 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 Sweepstakes 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 Sweepstakes. 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.

The use of a Gift Card constitutes the user's acceptance of the Gift Card's terms and conditions so each winner should read the terms and conditions on the Gift Card carefully. Except where required by law, a Gift Card cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded, or replaced if lost or stolen. Not valid for any other gift cards or on previous purchases or returns. No cash back unless required by law. Any unused amount will be applied when you re-enter your gift card number during your next purchase.

- 6. 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. Failure to provide all required information 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.

The First Prize Gift Cards will be sent via email to the email address provided by the verified winner during registration while the Grand Prizes will be mailed to verified winners at the street address provided at the time of registration within approximately eight (8) to ten (10) weeks from the end of the Sweepstakes Period, following verification of winners' eligibility.

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 Sweepstakes 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 a prize not accepted by the winner will be forfeited.

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 Sweepstakes 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.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Entrants agree that the Sweepstakes Entities, 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 Sweepstakes and/or accepting a prize; and/or (viii) 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 Sweepstakes 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 Sweepstakes related e-mail to a spam or junk folder.

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules, including 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 Sweepstakes; 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 Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Sweepstakes; (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 Sweepstakes is not capable of running as planned, or the integrity and or feasibility of the Sweepstakes 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 Sweepstakes and/or proceed with the Sweepstakes, 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 Prizes may not be distributed. If Sponsor, in its discretion, elects to alter this Sweepstakes as a result of a Force Majeure event, a notice will be posted at the Website.

Without limiting the foregoing, everything regarding this Sweepstakes, 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.

8. **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.
9. **ARBITRATION:** By participating in this Sweepstakes, 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 Sweepstakes Entities relating to, arising out of or connected in any way with (a) the Sweepstakes, (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 Sweepstakes; (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.

10. **PRIVACY POLICY:** All personal information collected in this Sweepstakes may be used in accordance with Sponsor's privacy policy, available at <https://www.bluediamond.com/privacy>.
11. **PUBLICITY RIGHTS:** By participating in the Sweepstakes 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.
12. **GENERAL:** This Sweepstakes 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 Sweepstakes 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 entries using multiple e-mail addresses, identities, IP addresses, or use of proxy servers or like methods, all of that person's 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 Sweepstakes, 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 Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes 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 entries and/or materials submitted will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

13. 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.