

BLUE DIAMOND HOLIDAY SNACK MORE SAVE MORE OFFER
TERMS AND CONDITIONS

**(Offer Items Available until The Earlier Of January 31, 2026 Or When The Stated Number
Of Offer Items Are Awarded)**

VOID WHERE PROHIBITED.

**THIS OFFER IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR
ASSOCIATED WITH VENMO OR PAYPAL, INC. VENMO ACCOUNT REQUIRED TO
RECEIVE AN OFFER ITEM.**

The Blue Diamond Holiday Snack More Save More Offer ("Offer") is sponsored by Blue Diamond Growers ("Sponsor"), 1802 C Street, Sacramento, CA 95811, and is administered by Twelve Thirty, LLC ("Administrator").

- 1. OFFER PERIOD:** The "Offer Period" begins at or about 12:00 PM (noon) Eastern Time ("ET") on October 1, 2025, and ends at 11:59:59 PM ET on January 31, 2026 or while the stated number of Offer Items (described in Section 3) last, whichever occurs first. The Administrator's computer is the Offer official clock.
- 2. ELIGIBILITY:** The Offer is available only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old. Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, dealers, affiliates, subsidiaries, distributors, advertising and promotional agencies and suppliers involved in the Offer ("Offer Entities"), as well as the members of each of their immediate families (spouse, parents, children, siblings, and in-laws) and persons residing in the same household as such individuals are not eligible to participate. Void and where prohibited or restricted by law. Participation constitutes participant's full and unconditional agreement to these Terms and Conditions and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Offer. Venmo account required to receive an Offer Item (defined below).
- 3. HOW TO PARTICIPATE IN THE OFFER & OFFER DETAILS:** During the Offer Period, an eligible participant ("Participant") must purchase an "Eligible Product" during the Offer Period. An "Eligible Product" is any Blue Diamond Almonds product 6 oz or larger. The purchase of Eligible Product(s) in the amounts specified below under "Offer Items" in single transaction purchase during the Offer Period by a Participant is a "Qualified Purchase".

On or before the last date of the Offer Period, the Participant must visit BDHolidayOffer.com ("Website") and complete and submit the "Registration Form" which may include, but may not be limited to, first and complete last name (no initials), telephone number, phone number associated with participant's Venmo account, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth. Participant must then follow the links and instructions to upload either (i) a photograph of Participant's original Qualifying Purchase register receipt or (ii) a digital receipt of Participant's original Qualifying Purchase (each, a "Receipt") showing a Qualifying Purchase made during the Offer Period. A photograph showing a Receipt file must be in .JPEG, .JPG, or .PNG format and may not exceed 10MB.

After completing the Registration Form at the Website, the Participant will receive one of the following Offer Items, depending on the number of Eligible Products purchased:

# of Eligible Products Purchased in a Single Transaction	Offer Item
1	\$2.00 cash back via Venmo
2	\$5.00 cash back via Venmo
3	\$10.00 cash back via Venmo

A total of five thousand (5,000) Offer Items will be available during the Offer Period. The total Actual Retail Value ("ARV") of Offer Items will depend upon what Participants submit because the single Offer Items range from \$2 to \$10 and the Offer Period could expire prior to all Offer Items being awarded. The maximum ARV if all Offer Items are awarded at \$10.00 each would be \$50,000. This Offer is in no way sponsored, endorsed, administered by, or associated with Venmo or PayPal, Inc. Offer Items will be issued within approximately two to four weeks after the Receipt has been approved.

The Sponsor or Administrator will contact the Participant to let him/her know if a Receipt is accepted or rejected. If a Receipt is rejected, Sponsor will give the Participant another opportunity to upload a valid Receipt. Notwithstanding the foregoing, the Participant will have no more than five (5) opportunities to upload a valid Receipt.

Limit: There is a limit of three (3) Offer Items per Participant during the entire Offer Period.

4. **RESTRICTIONS:** A Qualified Purchase may only be used once to participate in the Offer. A Receipt may not be used by more than one (1) participant. Any Offer claim form submitted in violation of these Terms and Conditions will be rejected. Offer may not combined with other Sponsor offers, rebates, programs, and promotions. Receipts will only be accepted from a Participant who actually made the Qualified Purchase and may not be assigned, transferred or sold. Omission of a Receipt or any other required information will result in a declined Offer.
5. **LIMITATION OF LIABILITY:** By participating in this Offer, Participants agree that the Offer Entities, Venmo, 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") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable 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/UseNet 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; (vii) any injury or damage, whether personal or property, to Participants or to any person's mobile telephone or computer related to or resulting from participating in the Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each Participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against

any of the Released Parties in connection with the Offer; 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 Offer, including, but not limited to, any Offer-related activity or element thereof, and the Participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, 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 any item (or any component thereof); (d) any change in the Offer Items (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 items (or any element thereof); or (h) the negligence or willful misconduct by a Participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer 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 Offer and/or proceed with the Offer in a manner it deems fair and reasonable. If Sponsor, in its discretion, elects to alter this Offer as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, THEREFORE SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

6. **PRIVACY:** Sponsor's privacy policy is available at <https://www.bluediamond.com/privacy>.
7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving any Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer 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 THE**

OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER 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 Participant, the request will be declared made by the authorized account holder of the telephone number used to participate in the Offer. "Authorized account holder" is defined as the natural person who is assigned to a telephone number by a telephone service provider. Each Participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions 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 Terms and Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

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

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