

# California Almonds x Koya Webb #AlmondsForAYear Giveaway

## OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Open to all contestants based in the U.S. only.

Entries must be received by December 10, 2020 at 11:59 PM PST

Sponsor: Almond Board of California ("Almond Board of California" or "Sponsor").

Administrator: Almond Board of California ("Administrator")

1. Eligibility: Almond Board of California #AlmondsForAYear is open only to natural persons who are legal residents of the United States and who are 18 years of age or older at time of entry. Void in Puerto Rico and where prohibited or restricted by law. Employees of Almond Board of California, and their respective parent companies, affiliates, advertising and promotion agencies, and immediate family members (spouse, parents, children, siblings, and each of their respective spouses, regardless of where they reside) or household members (whether or not related) of each are not eligible. All United States federal, state and local laws and regulations apply.

2. How to Enter: The Giveaway starts at 8 AM PST on December 4, 2020 and ends December 10, 2020 at 11:59 PM PST (the "Giveaway Entry Period"). To enter the Giveaway, launch the Instagram application for free at <http://instagram.com>. An Instagram account is required to enter this Giveaway. All terms and conditions of Instagram.com apply. From your Instagram account, Follow both Instagram accounts @californiaalmonds and @koyawebb, and leave a comment on the @californiaalmonds December 4, 2020 Giveaway post tagging at least one friend and sharing why almonds are your favorite snack for busy days.

By entering this Giveaway, entrants accept these Official Rules and agree to be bound by the decisions of Sponsor, which are final and binding. In the event of a dispute as to the identity of an entrant, the authorized account holder of the Instagram account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an Instagram account by Instagram. Potential winners may be required to show proof of being an authorized account holder. Entries made by bots or other automated devices or by commercial Giveaway subscription or entering services are ineligible.

You must have a data service plan with your wireless service provider or wireless internet service for your web-enabled mobile device and a device that supports the Instagram application to enter. By entering this Giveaway, you understand that data rates may apply. See your wireless provider for pricing plan details and mobile device capabilities.

3. Grand Prize(s) – up to 4 random winners:

- 12-month's supply of almonds (equivalent to 2 pounds/month). Total equivalency is 24 pounds of almonds to be distributed within 12 months at the Almond Board of California's discretion
- Koya Webb-signed Yoga Mat

- Co-branded 'swag' such as a California Almonds and Get Loved Up Blender Bottle.
- Exclusive access to the Get Loved Up University purchased at the Almond Board of California's discretion [up to \$100 in value]
- Odds of winning depend on the number of eligible Entries.

4. General Rules: An Entry into the Giveaway may not contain any content that is lewd, obscene, sexually explicit, pornographic or contains nudity, disparaging, defamatory, derogatory toward any ethnic, racial, gender, religious, professional or age group, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole discretion. An Entry must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promote any activities that may appear unsafe or dangerous or promote any particular political agenda or message. An entry must not defame, misrepresent or contain disparaging remarks about Sponsor, other people or companies. Any content submission must be your original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity, including, without limitation, trademarks and copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media). If Giveaway entry requires submission of a photo, you must have permission of the photographer. If individuals are included in your photo, you must provide all signed releases and consents necessary (if requested by Sponsor) to permit the exhibition and use of the entry by Sponsor as set forth in these Official Rules. If any person appearing in your entry is under the age of majority in his/her state, the signature of a parent or legal guardian is required on the release (if requested by Sponsor).

An Entry must not contain the name, likeness, voice or other indicia of any person, including celebrities, without the consent of that person. An Entry must not contain any personally identifiable information such as license plate numbers, personal names, e-mail addresses or street addresses. An Entry may not identify any commercial content, including, without limitation, any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, which must be used in compliance with these Official Rules. An Entry must not communicate messages or images inconsistent with the positive images and/or goodwill of Sponsor. An Entry must not violate any law. An Entry may not have been previously published or submitted for any other promotion and may not have won previous awards.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason at any time if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules or otherwise contains unacceptable content. You agree that you will not use the Entry for anything other than personal use after Entry submission, including no use of the Entry for commercial or professional purposes, Giveaway or contest entry, without the express consent of Sponsor in each instance.

By submitting an Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary to grant Sponsor and the Released Parties (as defined below) an irrevocable, non-exclusive, fully sublicensable license and right to exploit, edit, modify, adapt, copyright, publish, transfer, use and distribute the Entry and all elements of such Entry, including, without limitation, the likenesses of any locations and individuals embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant

or any third party. Although Sponsor is under no obligation to post or feature your Entry, you hereby grant permission for the

Entry to be displayed or featured on Sponsor's social media or digital sites, and by others promoting Sponsor's sites, and in other promotions and/or advertisements at any time without your prior approval or consent, and without compensation to you or any third party. You agree that Released Parties are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting or featuring of any Entry and reserve the right to remove any posted or featured Entry at any time and/or for any reason.

5. Administration: Released Parties are not responsible for lost, late, garbled, inaccurate, incomplete, misdirected or stolen Entries, uploads, photos, hashtags or @mentions, or transmissions, or problems of any kind whether mechanical, human or electronic, including to your device. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend part or all of this Giveaway, including if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Giveaway. In such event, Sponsor may select Potential Winners in a random drawing from all eligible Entries received up to the date of cancellation or suspension. If for any reason your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another Entry in the Giveaway during the Giveaway Entry Period.

Sponsor may prohibit an entrant from participating in the Giveaway or winning a prize if, in its sole discretion, it determines that such entrant is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, or threaten any other entrants or Sponsor representatives.

CAUTION -- ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

6. Release: Sponsor, Administrator, Instagram and each of their respective promotion and advertising agencies, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support and all respective officers, directors, employees, representatives and agents, as well as each of their respective successors, representatives and assigns (collectively, "Released Parties") shall have no liability, are hereby completely released, and shall be held harmless by entrants for any damage, loss, rights, claims or liability to person or property, due in whole or part, directly or indirectly, by reason of participation in this Giveaway or the award, acceptance, use, or misuse of any prize (or portion thereof), including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. Entrants will indemnify, defend and hold harmless Released Parties from any claims, liability, damage, loss, injury or death to persons or property caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in the Giveaway (or any activity related thereto); acceptance, possession, use or misuse of any prize; use of entrant's name or city/state to announce the winners of the Giveaway s; or use of

winner's name, city/state, voice, likeness, biographical information, entry, statements attributed to winner (if true) or city of residence, for publication, advertising and promotional purposes.

7. Disputes: Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

8. Copy of Rules and Winners' List: These Official Rules will be posted on <https://www.almonds.com/koya-webb>. The Winners' List of the #AlmondsForaYear Giveaway will be announced on @CaliforniaAlmonds Instagram account on an Instagram Live on Friday, December 11<sup>th</sup> at 5:00 PM PST. For a copy of the Official Rules or Winners' List, send a self-addressed, stamped envelope with your request to Almond Board Koya Webb Giveaway, c/o Porter Novelli, 5353 Grosvenor Ave, Los Angeles, CA 90066.

9. This Giveaway is in no way sponsored, endorsed or administered by, or associated with, Instagram. By entering, you understand that you are providing your information to Sponsor and not to Instagram.

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