

OFFICIAL RULES
#CRACKITSNACKIT GIVEAWAY 2022

ENTRY INTO THE #CRACKITSNACKITCHALLENGE GIVEAWAY 2022 ("GIVEAWAY") CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.

GIVEAWAY ENTRY DATES: Overall Giveaway begins February 26, 2022 once the post is live on Instagram and ends March 11, 2022 at 11:59 p.m. Indian Standard Time ("IST") ("Giveaway Period").

WHO MAY ENTER: Open only to legal residents of India who are at least 18 years of age at time of entry. Void where prohibited or restricted by law. Giveaway subject to all applicable federal, state and local laws and regulations. Employees of California Pistachios India ("Sponsor") and its parent, affiliates, subsidiaries, advertising and promotion agencies, or any other party associated with the development or administration of this Giveaway, and such employees' immediate family members (parent, spouse, sibling, child, and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related (collectively, the "Promotion Entities"), are not eligible to enter or win. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify eligibility qualifications of the winners. Giveaway is subject to all applicable federal, state, provincial and local laws.

GIVEAWAY ENTRY/OBJECTIVE: The objective of the Giveaway is for an entrant to be selected at random and rewarded for posting a video/reel of them recreating the #CrackItSnackItChallenge hook step created by California Pistachios India and said choreographer.

HOW TO ENTER: To enter the Giveaway, an entrant must:

1. Instagram:

- 1) Like the post
- 2) Follow @californiapistachiosin
- 3) Post a video/reel in their feed of them completing the challenge, tagging @californiapistachiosin and using #CrackItSnackItChallenge
- 4.) Videos posted to Story will not be considered a valid entry.

Entrants represent and warrant that their Entry is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their Entry adheres to the fundamental spirit of the Giveaway and does not contain any defamatory, obscene or otherwise unlawful matter or depict anyone engaged in any illegal, immoral or lewd act, any violent or pornographic material or contain any other inappropriate content (as determined by Sponsor).

Limit to 1 entry per person. To enter, you must (i) have a valid Instagram account, (ii) Follow the instructions in the post, and (iii) provide any required information requested including mailing address. Due to the way Instagram operates its services, entries from Instagram users with "private" accounts (i.e.,

Entrant has set his/her account so that only people that follow the Entrant can view his or her updates) may not be received. Videos posted to Story will not be considered a valid entry. Signing up for an Instagram account is free of charge. Entering the Giveaway constitutes your consent for Sponsor and its affiliates and subsidiaries to use your information to send you marketing communication, promotions and special offers they feel may be of interest to you subject to the terms of Sponsor's Privacy Policy. You may opt-out from receiving further marketing communication from Sponsor by following opt-out instructions sent by Sponsor. Any Entry that does not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in this Giveaway.

This Giveaway is in no way sponsored, endorsed or administered by, or associated with Instagram. You understand that you are providing your information to Sponsor and not to Instagram. The information you provide will only be used for the administration of this Giveaway and in accordance with these Official Rules.

CONDITIONS OF ENTRY : All Entries must be received by 11:59 p.m. IST on March 11, 2022 to be eligible for the Prizes. For purposes of these Official Rules, "receipt" of an Entry occurs once the Entry is posted.

Use of Entries and Names: By submitting an entry, entrant: (a) grants a license to Sponsor and its designees to use entrant's name (first name, last initial) on the Sponsor's website <https://californiapistachios.com/>, www.instagram.com/californiapistachiosin/, or any other website related to the Giveaway, or to use the Entry at any time or times, in any media, and entrant shall have no right of notice, review or approval of any such use of the Entry, and/or his/her name; and (b) acknowledges and agrees that the Entry and/or his/her name, image or likeness may be used in whole or in part, alone or in combination with other works, and that the Entry may be changed or modified, as solely determined by Sponsor or its designees (other than for the Giveaway itself). Entrant further agrees that nothing herein in any way obligates Sponsor or its designees to make any use of his/her Entry and Sponsor's failure to use the Entry shall not result in any liability to Sponsor or its designees. Entrant also acknowledges and agrees that the relationship between him/herself and Sponsor is NOT confidential, fiduciary or otherwise special and that Sponsor has wide access to ideas, stories, designs, concepts and other literary/artistic materials submitted to it by outside sources or being developed by its own employees (and/or third parties working on Sponsor's behalf) and that such ideas/stories/designs/concepts/literary/artistic materials may be competitive with, similar to (or even identical to) the Entry submitted by entrant; and, entrant agrees that Sponsor and its agencies shall have no liability in conjunction with same.

Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

DRAWING: The Potential winner will be selected in a random drawing held on or around March 14, 2022 from all eligible entries received. Odds of winning depend on the number of eligible entries received. Winner is subject to verification of eligibility and compliance with the terms of these Official Rules.

WINNER NOTIFICATION: The winner of the Prizes will be notified on or around March 14, 2022.

The potential winner will be notified via private message through Instagram, and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release as well as any other documents which may be required by Sponsor, all of which must be received fully-executed within seven (7) days of date printed on notification or he/she may be disqualified. If after one (1) attempt to contact a potential winner, Sponsor has been unable to do so, he/she the potential winner will be

disqualified. In the event it is determined that a winner has not complied with these Official Rules, has failed to execute and return any required information within the specified time period, has made false statements or prize notification is returned as undeliverable, then such winner will be disqualified. Should a winner make any false statement(s) in any information required by Sponsor or prize supplier, such winner will be disqualified and required to promptly return to Sponsor the value of his/her prize. If a potential winner is disqualified for any reason, or if any potential winner declines or refuses their prize, at Sponsor's discretion and time permitting, any runner up may be declared the alternate winner. Further, Sponsor reserves the right to forfeit or award any unclaimed or leftover prizes at its sole discretion. All prize awards are subject to verification of eligibility as determined by Sponsor in its sole discretion and strict compliance with these Official Rules.

PRIZES: All prizes are awarded by Sponsor. All prize details are at Sponsor's sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner is solely responsible for all federal, state and local taxes (including income and withholding taxes) and any other expenses, costs or fees associated with acceptance and/or use of the prizes not specified herein as being awarded. Winner may not substitute, assign or transfer prizes or redeem prizes for cash, credit or merchandise except as specified; provided, however, that Sponsor reserves the right, at its sole discretion, to substitute a prize (or any portion thereof) with one of comparable or greater value. **LIMIT ONE (1) PRIZE PER PERSON FOR THE ENTIRE GIVEAWAY. 5 WINNERS TO BE SELECTED.** Additional restrictions may apply. Prize Details: A gift hamper filled with snacks provided by California Pistachios India.

GENERAL CONDITIONS: Winning constitutes permission (except where prohibited by law) for Sponsor and its designees to use a winner's name, Entry, hometown, likeness, prize won, and photo and video (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification or permission. The Released Parties (as defined below) are not responsible for lost, late, misdirected, damaged, stolen, altered, garbled, incorrect, incomplete or delayed Entries or votes; all of which will be void. The Released Parties are also not responsible for problems uploading or downloading any Giveaway-related information or materials from the website or for any other technical malfunctions of electronic equipment, computer on-line systems, servers, or providers, computer hardware or software failures, phone lines, failure of any Entry or vote to be received by Sponsor on account of technical problems, traffic, congestion on the internet or the web site, or for any other technical problems including telecommunication, miscommunication or failure, and failed, lost, delayed, incomplete, garbled or misdirected communications which may limit a contestant's ability to participate in this Giveaway. The Released Parties are not responsible for any other errors or malfunctions of any kind, whether network, printing, typographical, human or otherwise relating to or in connection with the Giveaway, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Giveaway, the processing or judging of Entries, the submitting or tabulating of votes, the announcement of the prizes or in any Giveaway-related materials. Mass Entries or votes or Entries or votes generated by a script, macro or use of automated devices may, at Sponsor's sole discretion, be disqualified. Sponsor reserves the right to modify, suspend or terminate the Giveaway in the event it becomes infected by a computer virus or is otherwise technically impaired, and to cancel or suspend the Giveaway in its entirety should tampering, unauthorized intervention, fraud, technical failures or other causes corrupt the administration, security, fairness, integrity or proper play of the Giveaway and, if terminated, at Sponsor's discretion, determine the winner using all non-suspect, eligible Entries received up to time of cancellation using the judging procedure and Judging Criteria outlined above. In the event of a dispute regarding Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of Entry will be deemed to be the contestant and must comply with these Official

Rules. Authorized subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. Sponsor reserves the right at its sole discretion to disqualify any individual (and void his/her Entry and vote) it finds to be tampering with the Entry or voting process or the operation of this Giveaway or website, intending to annoy, abuse, threaten or harass any other contestant, Sponsor or any of its representatives or to otherwise be acting in violation of these Official Rules. CAUTION: ANY ATTEMPT BY A CONTESTANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE GIVEAWAY IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER SUCH REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH CONTESTANT TO THE FULLEST EXTENT PERMITTED BY LAW AND TO DISQUALIFY SUCH CONTESTANT FROM THE GIVEAWAY.

MISCELLANEOUS CONDITIONS: By participating in the Giveaway, contestants (i) agree to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Giveaway, (iii) agree to receive electronic communications from Sponsor, as well as any information or promotional material that contestants opt-in to receive, and (iv) represent and warrant that they will abide by and comply with Instagram's policies regarding the use of each of their services. Failure to comply with these Official Rules may result in disqualification from the Giveaway. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries and/or votes.

RELEASES: By entering the Giveaway, contestants agree to release and hold harmless the Promotion Entities, any prize providers, Instagram and each of their respective parents, affiliates, subsidiaries and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") from and against any claim, cause of action, liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to entrant or any other person or entity arising out of, in whole or in part, directly or indirectly, participation in this Giveaway, or the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto), the substitution of a prize in accordance with these Official Rules, the administration of the Giveaway, the operation of the Giveaway and the various methods of entry or the Released Parties' use of any of the rights granted herein. The Released Parties assume no responsibility for the conduct of any contestant or voter or the responses of anyone appearing in any Entry.

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