

# Wonderful Pistachios: Work Smart Snack Smart Contest Terms and Conditions

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

## 1. How to Enter

- a. Post a photo of your “healthy workspace” on Instagram, using the hashtag #WorkSmartSnackSmart, #WPGiveaway and tag @GetCrackin between 12:00 AM ET on 06/14/17 and 11:59 PM ET on 07/28/17.
- b. No additional information is required to enter.
- c. A “workspace” is defined as your desk or office area at your place of employment. A “healthy workspace” can be a food, drink, or any other items that you personally feel showcases how your workspace is a good example of a “healthy workspace”.
- d. Any entries submitted after July 28<sup>th</sup>, 2017 at 11:59 PM ET will be ineligible.
- e. Limit one (1) entry per person for the entire contest.
- f. To enter, you must have a valid Instagram account. Signing up for an Instagram account is free of charge.
- g. 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 the judging of this contest.

## 2. Selection of Winners

- a. Only entrants who meet eligibility restrictions & conditions (Section 4) will be considered for the Prizes (Section 3).
- b. One (1) Grand Prize winner and ten (10) Runner-Up Prize winners (collectively, the “Winners”) will be selected after July 28<sup>th</sup>, 2017 from the entrants who meet the eligibility restrictions & conditions (Section 4).
- c. Representatives of Sponsor (as defined below) will serve as judges to review all eligible entries received and shall select the Winners based on the entries they feel best defines a “healthy workspace” (the “Judging Criteria”). In the event of a tie, an additional “tie-breaking” judge will determine the Winner(s) from among such tied entries based on the Judging Criteria.
- d. The selection process shall be overseen by Sponsor and Administrator (as defined below). All decisions shall be non-reviewable, final and binding.
- e. All Winners are subject to verification of eligibility and compliance with these contest terms and conditions.
- f. The Winners will be notified via private message through Instagram on or about August 3<sup>rd</sup>, 2017 by Sponsor or Administrator. The Winners will have 14 calendar days to respond upon receiving notification via Instagram which shall include an e-mail address to coordinate further communications.

### 3. Prizes

- a. There are a total of eleven (11) prizes to be awarded in this contest as follows:
  1. **One (1) Grand Prize** winner will receive an “Office Refresh” for their company; inclusive of Wonderful Pistachios products, other healthy snacks, and a new refrigerator (exact brand, model and size to be determined by Sponsor in its sole discretion after the Grand Prize winner has been selected and verified by Sponsor) (approximate retail value of prize: \$9,453.60). The “Office Refresh” shall include the following:
    - 2 cases of Wonderful Pistachios Multi-Packs (5 packs in one case, total of 45 individual bags) (\$8.99 per pack) \$89.90
    - 2 cases of Roasted & Salted Wonderful Pistachios Shelled Pistachios (20 ct case) (\$6.99 per bag) \$279.60
    - 1 case of Roasted & Salted Wonderful Almonds Tube Packs (120 ct) (\$1.49 per piece) \$178.80
    - 2 cases of FIJI Water (500ml, 24 per case, 48 total) (\$14.25 per case) \$28.5
    - 5 cases of 8 oz. POM Wonderful Pomegranate Juice (8 bottles per case, total of 40 bottles) (\$1.99 per bottle) \$80
    - 1 case of 5 lb. bags of Wonderful Halos (when in season) (5 bags per case) (\$6.99 per bag) \$35
    - 2 cases of 4.3 oz. POM Wonderful POM POMS Pomegranate Fresh Arils (when in season) (12 per case, 24 total) (\$3.99 per cup) \$96Grand Prize Total: Approximately \$787.80 per month, \$9,453.60 full year.
  2. **Ten (10) Runner-Up Prize** winners will be awarded a Wonderful Pistachios prize pack (approximate retail value of prize: \$160 per prize pack). Each Wonderful Pistachios prize pack shall include the following:
    - 2 cases of Wonderful Pistachios Multi-Packs (5 packs in one case, total of 90 individual bags) (\$8.99 per case) \$89.90
    - 10 bags of Roasted & Salted Wonderful Pistachios Shelled Pistachios (\$6.99 per bag) \$69.90Runner-Up Prize Total: Approximately \$160 per prize pack, \$1,600 for all prize packs.

**TOTAL APPROXIMATE RETAIL VALUE OF ALL PRIZES AWARDED FOR THIS CONTEST: \$11,053.60.**

- b. All prizes outlined in Section 3.a. shall be fulfilled by Sponsor.
- c. Odds of winning depend on the number of eligible entries received.
- d. All prizes are awarded “as is” with no warranty or guarantee, either express or implied by Sponsor. Winners are 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.
- e. Limit one (1) prize per person for the entire contest.
- f. All prize awards are subject to verification of eligibility as determined by Sponsor in its sole discretion and strict compliance with these contest rules.

### 4. Eligibility Restrictions & Conditions

- a. The contest is open to individuals ages 18 and older legally residing in the 48 contiguous U.S. states and the District of Columbia.

- b. Employees of Wonderful Pistachios & Almonds LLC (“Sponsor”), RhythmOne, LLC (“Administrator”), and their respective parents, affiliates, subsidiaries, advertising and promotion agencies, or any party associated with the development or administration of this contest, 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.
- c. No prize substitutions, cash equivalent, or transfer of prizes are permitted except at the sole discretion of Sponsor. Prizes are subject to availability and Sponsor reserves the right, at its sole discretion, to award a prize of greater or equal value if the advertised prize is unavailable.
- d. By participating in this contest, the Winners agree to: (1) have their name or likeness used in any advertising or broadcasting material relating to this contest without additional financial or other compensation; (2) where legal, to sign a publicity release confirming such consent prior to acceptance of the prize; and (3) grant a license to Sponsor and its affiliates to use the Winners’ photo entries at any time or times, in any media, and Winners shall have no right of notice, review or approval of any use of the entries.
- e. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of the contest application or is otherwise in violation of the rules. It further reserves the right to cancel, terminate, or modify the contest if it is not capable of completion as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, or technical failures of any sort.
- f. Sponsor reserves the right to make changes in the rules of the contest, including the substitution of a prize or equivalent value, which will become effective upon announcement. If due to circumstances beyond the control of Sponsor, any contest or prize-related event is delayed, rescheduled, postponed, or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.
- g. Failure to comply with the contest rules may result in an entrant’s disqualification solely at the discretion of Sponsor.
- h. Prizes will only be awarded to the winners who are contacted through the Instagram account they used to enter the contest.
- i. This promotion is in no way sponsored, endorsed, or administered by, or associated with Instagram.
- j. Sponsor will not sell or intentionally distribute your information to any third party.
- k. In the event a Winner as defined in Section 2 does not meet eligibility requirements or does not respond via the process outlined in Section 2 within the 14-calendar day period, Sponsor or Administrator will select a new Winner, or Winners, via the process outlined in Section 2.
- l. Contest is subject to all applicable federal, state and local laws.
- m. By participating in this contest, entrants (1) agree to be bound by these rules, including all eligibility requirements, and (2) agree to be bound by the decisions of Sponsor and its agents, which are final and binding in all matters relating to this contest.

- n. By entering this contest, entrants 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 contest, or the acceptance, possession, use or misuse of any prize, the substitution of a prize in accordance with these rules, the administration of this contest, the operation of this contest and the Released Parties' use of any of the rights granted herein.
- o. Except where prohibited by law, as a condition of participating in this contest, entrants agree that: (1) any and all disputes and causes of action arising out of or connected with this contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest an entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered into any court having jurisdiction. Under no circumstances will an entrant be permitted to obtain awards for, and such entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with entering this contest), and entrant further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of entrants and Sponsor in connection with this contest, shall be governed by, and construed in accordance with, the substantive laws of the State of California, USA without regard to California's choice of law rules.
- p. If you would like the names of the Winners (available after August 3<sup>rd</sup>, 2017), please send a self-addressed stamped envelope by no later than August 30, 2017 to: Wonderful Pistachios Work Smart Contest Winners, c/o Wonderful PR Department, 11444 W. Olympic Blvd., Floor 3, Los Angeles, CA 90064.