

THE ALMOND BOARD OF CALIFORNIA  
"AlmondBoard.com Netbook Sweepstakes"

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED. YOU DO NOT HAVE TO BE PRESENT TO WIN**

**ELIGIBILITY:** Participation constitutes full and unconditional agreement to, and acceptance of, these Official Rules. This Sweepstakes is only open to persons 18 years of age or older residing in North America (except the Province of Quebec) and except employees, officers, and directors of The Almond Board of California ("Sponsor"), or Broadhead+Co, and their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, their immediate family members and persons living in their same household. This Sweepstakes is subject to all applicable federal, state, & local laws & regulations. Void where prohibited. This Sweepstakes will be begin at 12:00 a.m. (Pacific Daylight Time) on October 23, 2009 and ends at 11:59 p.m. (Pacific Standard Time) on December 20, 2009.

**HOW TO ENTER:**

Electronically via Sponsor's Website Located at: <http://www.AlmondBoard.com/grower> (the "Site"): Go to the Site and create a profile or sign up for the *California Almonds Outlook* eNewsletter (each an "Entry") and you will be automatically entered into the Sweepstakes. Only 1 electronic Entry per person/per email address. All Entries must be received by 11:59 p.m. (Pacific Daylight Time) on December 20, 2009.

Your submission of an Entry electronically constitutes your consent to participate in this Sweepstakes and your consent for Sponsor and the Released Parties (defined below) to obtain, use & transfer your name, address & other information for the purpose of administering the Sweepstakes. Sponsor is not responsible for lost, incomplete, illegible, late, misdirected Entries, inaccurate Entry information, mutilated Entries, hardware, software, or other technical malfunctions or any kind. Sponsor reserves the right, in its sole discretion, to void any and all Entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes or to cancel the Sweepstakes if a computer virus or other cause beyond Sponsor's control corrupts the administration, proper play or security of this Sweepstakes. All Entries become the exclusive property of Sponsor and will not be acknowledged or returned, or any portion thereof.

**SELECTION WINNER:** A random drawing will be held on or about 2:00 p.m. (PDT) on December 21, 2009. One winner will be selected from among all eligible Entries received by the Sponsor (the "Winner"). The first randomly selected potential winner whose name is selected in the drawing of Entries and conducted by a duly authorized representative of Sponsor will be declared the Winner, subject to verification of eligibility under the terms of these Official Rules. **YOU DO NOT NEED TO BE PRESENT AT THE DRAWING TO WIN.** Sponsor's decision will be final and binding in all matters relating to this Sweepstakes. The Winner will be required to sign and return an Affidavit of Eligibility/Liability and a Publicity Release (collectively, "Release") (where legal) within 7 days of electronic or mail notification. Failure to return these documents in the time permitted, or if the notification is returned as undeliverable, will result in disqualification of the Entry and an alternate Winner will be selected by Sponsor from the remaining Entries. No substitution, barter, transfer, or assignment of the Prize is permitted.

**CONSUMER DISCLOSURE: PRIZES:** One (1) Winner will receive: one (1) **Acer Aspire One AOD250** netbook computer. The retail value of the Prize is approximately \$300.00. Submitting an Entry does not mean that you have won a Prize. Deadlines are identified under 'Selection Winner.' Odds of winning depend upon the total number of eligible Entries in the Sweepstakes. It is expressly understood that Sponsor is under no obligation to the Winners other than as expressly set forth herein. The Winners are solely responsible for all federal, state and local taxes and fees associated with the receipt of a Prize. No substitutions or cash equivalents will be offered or awarded.

**PROMOTION RELEASE:** By submitting an Entry and participating in this Sweepstakes, and in addition to any other grants which may be granted in any other agreement entered into with the Winner of the Sweepstakes, entrants participating in this Sweepstakes irrevocably transfer, grant and assign to the Sponsor, its respective affiliates, successors, assigns, and licensees (and unless prohibited by law), the right worldwide and in perpetuity, to use your name, likeness, voice and photograph in any and all media for any advertising and promotional purposes without additional compensation, as well as on the Sponsor's websites in connection with this Sweepstakes and other Sponsor promotions, including transmitting such promotional information and general communications via your e-mail address, and you hereby release Sponsor, and any entity acting on behalf of Sponsor, from any liability with respect thereto.

**RELEASE OF LIABILITY:** By participating in this Sweepstakes, you agree that Sponsor, its respective affiliates, employees, officers, directors, shareholders, agents, representatives, successors, assigns, agencies and licensees (“Released Parties”) shall not be liable directly, or indirectly, for any personal injury, death, loss or damage of any kind and claims based on publicity rights, defamation, or invasion of privacy resulting from participating in this Sweepstakes or from the acceptance or use of the Prize awarded. Any dispute shall be resolved individually without resort to any form of class action.

**WINNER’S LIST.** For the Winner’s name, send a self-addressed, stamped envelope to: Broadhead + Co, 123 North 3<sup>rd</sup> Street, Suite 507, Minneapolis, MN 55401. Attn: “AlmondBoard.com Netbook Sweepstakes”. Vermont residents may omit return postage.

**REMOVAL FROM MAILING LIST.**

You may notify Sponsor of your desire not to receive future correspondences from Sponsor by sending an email to [informationservices@almondboard.com](mailto:informationservices@almondboard.com) with “unsubscribe” in the subject line, and all of your information will be deleted from the Sponsor’s database immediately and permanently.

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