

**OFFICIAL RULES**  
**WONDERFUL PISTACHIOS “GROOT GETS CRACKIN’” 2022 SWEEPSTAKES**

**ENTRY INTO THE WONDERFUL PISTACHIOS “GROOT GETS CRACKIN’” SWEEPSTAKES (“SWEEPSTAKES”) CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES.**

**SWEEPSTAKES ENTRY DATES:** Overall Sweepstakes begins June 06, 2022 at 12:01 a.m. Eastern Daylight Time ("EDT") and ends August 28, 2022 at 11:59 p.m. EDT. ("Sweepstakes Period").

**WHO MAY ENTER:** Open only to legal residents of the fifty (50) United States and the District of Columbia (excluding residents of Puerto Rico, U.S. Virgin Islands and Guam) who are at least 18 years of age at time of entry. Void where prohibited or restricted by law. Sweepstakes subject to all applicable federal, state and local laws and regulations. Employees of Wonderful Pistachios & Almonds LLC (“Sponsor”) and its parent, affiliates, subsidiaries, advertising and promotion agencies, or any other party associated with the development or administration of this Sweepstakes, 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”), and employees of Marvel Entertainment, Marvel Studios, The Walt Disney Company, and their respective affiliates, 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 Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Sponsor reserves the right to verify eligibility qualifications of the winners. Sweepstakes is subject to all applicable federal, state, provincial and local laws.

**SWEEPSTAKES ENTRY/OBJECTIVE:** The objective of the Sweepstakes is for an entrant to be selected at random and rewarded for completing the Sweepstakes entry form.

**HOW TO ENTER:** To enter the Sweepstakes, an entrant must:

1. Visit the Sweepstakes entry form website found at [wonderfulpistachios.com/groot-sweepstakes](http://wonderfulpistachios.com/groot-sweepstakes)
2. Complete the entry form with entrant’s name, email, mailing address, date of birth, and phone number (optional)
3. Accept the terms and conditions
4. Submit entry form (“Entry”)

Limit to 1 Entry per person. No purchase necessary. Entering the Sweepstakes 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 Sweepstakes.

Marvel Entertainment, Marvel Studios, The Walt Disney Company, and their respective affiliates are not sponsors, administrators, or prize providers of this Sweepstakes. You understand that you are providing your information to Sponsor and not to Marvel Entertainment, Marvel Studios, The Walt Disney Company, and their respective affiliates. The information you provide will only be used for the administration of this Sweepstakes and in accordance with these Official Rules.

**CONDITIONS OF ENTRY :** All Entries must be received by 11:59 p.m. EDT on August 28, 2022 to be eligible for the Prizes. For purposes of these Official Rules, "receipt" of an Entry occurs once the Entry is submitted.

***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 websites (including [www.wonderfulpistachios.com](http://www.wonderfulpistachios.com)), [www.facebook.com/wonderfulpistachios](http://www.facebook.com/wonderfulpistachios), [www.instagram.com/wonderfulpistachios](http://www.instagram.com/wonderfulpistachios), or any other website related to the Sweepstakes, 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 Sweepstakes 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 winners will be selected in a random drawing held on or around August 29, 2022 from all eligible entries received. Odds of winning depend on the number of eligible entries received. Grand Prize winner will be selected first, followed by 30 First Prize winners. Winners are subject to verification of eligibility and compliance with the terms of these Official Rules.

**WINNER NOTIFICATION:** The winners of the Prizes will be notified on or around August 31, 2022.

The potential winners will be notified by email and/or phone from Sponsor and/or Element London Ltd. Prize agency, 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, the potential winner may 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 documents 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 document 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:** There will be thirty one (31) Sweepstakes Winners as follows:

- **One (1) Grand Prize will be awarded. Approximate Retail Value (“ARV”): \$9,800 USD**
  - One (1) Grand Prize winner will receive:
    - An action-packed family adventure prize package (“Prize Package”) for two (2) adults and two (2) children under 18 years of age to Las Vegas, NV, USA consisting of:
      - Four (4) roundtrip tickets from winners’ nearest major US airport to Las Vegas, NV, USA
      - Roundtrip airport transfers in Las Vegas
      - Five (5) nights’ accommodation for four (4) at a four (4) star hotel in Las Vegas
      - Daily breakfast
      - VIP Tickets to Marvel’s Avengers S.T.A.T.I.O.N.: Includes 1 x personalized Avengers S.T.A.T.I.O.N. Agent Identification Card per person, 1 x group photo, special VIP entry line, guided VIP tour through all areas of the exhibit, 45-minute group tour, 1 x unique Marvel Avengers S.T.A.T.I.O.N. gift per person
      - Tickets to an interactive children’s museum in Las Vegas
      - Tickets to a nature-themed attraction in Las Vegas: Includes access to outdoor nature walks and trails, botanical gardens, a butterfly habitat, indoor galleries and exhibitions, train rides, children’s playgrounds, guided garden tours and drop-in demonstrations
      - Family session at indoor trampolining park
      - Tickets to a Ferris wheel ride in Las Vegas
      - 1-day private cabana with a \$500 food/beverage allowance
      - \$1,000 spending money
      - Full winner management services provided by Element London Ltd prize agency
    - One (1) year supply of Wonderful Pistachios: One (1) case Roasted & Salted In Shell, One (1) case of Roasted & Salted No Shell, Two (2) cases of the flavor of winner’s choice
  - Terms and Conditions: The Grand Prize winner will be subject to these additional terms and conditions. The Grand Prize winner will communicate directly with Element London Ltd. prize agency to organize each aspect of the Prize Package. Airfare tickets will be round trip economy / coach flights from winners’ nearest major US airport to Las, Vegas, NV, USA. Flights may be indirect and not all routings will be available. Flight itinerary will be determined by Element London Ltd. at their sole discretion. Accommodations for five nights in one quadruple occupancy room for two (2) adults and two (2) children under 18, with breakfast, at a 4-star hotel in Las Vegas. The trip must include a Saturday night stay. Accommodations do not include any other meals, incidentals, gratuities, telephone calls, or any other personal expenses incurred during the trip, this will be the responsibility of the winner. A credit card for incidentals may be requested by the hotel at check in and therefore the winner or at least one (1) of the guests must possess and travel with a valid credit card. Accommodations will be selected by Element London Ltd at their sole discretion. Prize Package is for up to two (2) adults and two (2) children under 18, all of whom must travel at the same time with the same itinerary. At least one traveler must be aged 21 or over. Where any travelers are aged under 18, they must have prior parental or guardian permission. Prize Package is valid for 12 months

from the date of notification and all travel must be completed within that time. Winner must contact Element London Ltd. with three preferred travel dates in three separate months no later than six weeks prior to departure. Once booked no changes to the itinerary will be permitted. Prize Package cannot be taken over Christmas, New Year's Eve, New Year's Day or other US Public Holidays including Thanksgiving, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day and Veterans Day. All US travelers flying domestically will require a valid photo ID approved for air travel. Any necessary visas or insurance are the responsibility of the winner and guests. Prize Package excludes ground transfers from departure airport, meals and drinks, excursions, attractions, treatments, visas, personal expenses and anything not expressly stated in the Prize Package. Prize Package is non-refundable and non-transferable. No cash alternative is available. The Prize Package inclusions are subject to availability. Where any of the stated inclusions are unavailable, Element London Ltd. will offer suitable alternatives of equal value. If winner is unable to participate in any of the stated activities then Element London Ltd. will offer suitable alternatives of equal value. Alternative activities will be determined by Element London Ltd. at their sole discretion. The VIP tickets for Marvel's Avengers S.T.A.T.I.O.N. are available Thursday to Monday. For the trampolining park, children should be accompanied by a supervising adult at all times and all participants should be in good physical health. Food and drink allowance for the cabana is provided to the maximum value of \$500 USD, including gratuity. Spending money is provided up to the maximum value of \$1,000 USD. Any prize components that are not utilized will be forfeited. Any changes after reservations have been booked shall be the sole responsibility of the Grand Prize winner. The Promotion Entities are not responsible if the Grand Prize, or any part thereof, cannot be awarded due to cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, health epidemic, pandemic, quarantine restrictions, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond SPONSOR's sole control, and shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Nothing in this Prize Package authorizes any person to use the Walt Disney Company's and its affiliated companies (collectively, "Disney") name, brand, intellectual property, characters or reputation in conjunction with this Prize Package or any prize promotions whatsoever and that a valid promotional agreement with Disney is a precondition for use of this Prize Package in association with Disney's name or Disney-owned intellectual property.

- **Thirty (30) First Prizes will be awarded. ARV of each First Prize: \$40 USD**
  - Thirty (30) First Prize winners will receive:
    - GROOT prize pack consisting of:
      - Cobranded t-shirt
      - Cobranded Thermos Bottle

- One (1) 24 oz Bag of Roasted & Salted Wonderful Pistachios In Shell

Actual value of the Prizes may vary depending on fluctuations in price for any portion(s) of the Prize, product availability, Sweepstakes winner location, local taxes, and available store offers at the time of purchase. Any difference between the stated ARV and actual value of the Prizes will not be awarded.

Terms and Conditions: Except where prohibited, an Entrant eligible to win a Prize will be required to execute an Affidavit of Eligibility, a Liability Release, and a Publicity Release (“Affidavit/Release”) and, if applicable, an IRS W-9 form for tax purposes as well as any other documents which may be required by Sponsor. The Released Parties (defined below) will be held harmless from any 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 due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize. Marvel Entertainment, Marvel Studios, The Walt Disney Company, and each of their respective affiliates and all of their respective officers, directors, and employees are not responsible for the promotion, administration or execution of the Prize Package or Sweepstakes.

**TOTAL ARV OF ALL PRIZES TO BE AWARDED IN THIS SWEEPSTAKES IS US \$11,000 USD.**

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 HOUSEHOLD FOR THE ENTIRE SWEEPSTAKES.** Additional restrictions may apply.

**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 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 Sweepstakes-related information or materials from the web site 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 Sweepstakes. 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 Sweepstakes, including, without limitation, errors or malfunctions which may occur in connection with the administration of the Sweepstakes, the processing or judging of Entries, the submitting or tabulating of votes, the announcement of the prizes or in any Sweepstakes-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 Sweepstakes in the event it



assume no responsibility for the conduct of any contestant or voter or the responses of anyone appearing in any Entry.

**ARBITRATION AND CHOICE OF LAW:** Except where prohibited by law, as a condition of participating in this Sweepstakes, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, 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 the contestant; (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 in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and 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 Sweepstakes), 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 Official Rules, or the rights and obligations of entrants and Sponsor in connection with this Sweepstakes, 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.

**WINNERS LIST:** If you would like the name of the winners (available after August 31, 2022), please send a self-addressed stamped envelope by no later than December 31, 2022 to: "GROOT GETS CRACKIN'" 2022 Sweepstakes Winners, c/o Wonderful Pistachios & Almonds LLC, 11444 West Olympic Blvd., Los Angeles, CA 90064.

**SPONSOR:** Wonderful Pistachios & Almonds LLC, 11444 West Olympic Boulevard, Los Angeles, CA 90064.

**THIS SWEEPSTAKES AND THESE OFFICIAL RULES MAY NOT BE REPRODUCED, REPRINTED OR PUBLISHED ELSEWHERE IN ANY FORMAT WITHOUT THE WRITTEN PERMISSION OF THE SPONSOR.**