

Cold Stone Creamery® *Batman vs. Superman: Dawn of Justice*™ Photo Contest (“Contest”)

Official Contest Rules

A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT MAY BE REQUIRED. THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITES TWITTER® OR INSTAGRAM®.

1. Eligibility. The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the beginning of the Contest Periods (as defined in Section 3 below), who have access to the Internet, who have a camera, who have a Twitter® or Instagram® account, who have a valid email address for receipt of the “Prize” (defined below), or who wish to enter by U.S. mail as detailed below. Participants who wish to sign up for a free Twitter® account, visit <http://twitter.com>; for a free Instagram® account, visit <http://instagram.com>. Void where prohibited by law.

Employees of, members of the immediate family of, or those domiciled with an employee of Sponsor (as defined in Section 10 below), Warner Bros. Entertainment Inc. (“Warner Bros.”) or each of their respective, parents, affiliated or related companies, and subsidiaries, and Cold Stone Creamery® licensees and franchisees are ineligible to participate.

2. How to enter. Entrants must agree to the Official Contest Rules, and may be required to verify that they meet eligibility requirements (as defined in Section 1 above).

During the Contest Periods (as defined in Section 3 below), “Entrants” may enter by submitting a photo of the Entrant’s Cold Stone Creamery® Creation™, which may include the following:

Cold Stone Creamery® Creation,

- Batman’s Chocolate Cookie Crusade™

Cold Stone Creamery® Creation,

- Superman’s Kryptonian Cake Sensation™

Cold Stone Creamery® Creation,

- Wonder Woman’s Strawberry Warrior™

Cold Stone Creamery® Creation, any other Cold Stone Creamery® Creation, any Cold Stone Creamery® Creation with a superhero ring, or the Entrant’s favorite Cold Stone Creamery® dessert (“Photo”) to their Twitter® or Instagram® social media account that includes the following three (3) requirements: 1) A mention of the Cold Stone Creamery social media handle “@ColdStone” (which is the same for both Twitter® and Instagram®); 2) A mention of any one of these three hashtags in the Entrant’s post: #BatmanCreationContest, #SupermanCreationContest, or #WonderWomanCreationContest; and 3) the Photo as outlined above.

Photos should only include the image of the Cold Stone Creamery® Creation. Photos must not include the following: 1) any individual who does not consent to being in the Photo, 2) any inappropriate, vulgar, or offensive content, 3) any illegal or immoral acts of activities, or 4) any trademarks, tradenames, or copyrights unapproved by these Contest Rules.

(Each of the above is individually an “Entry” and collectively, “Entries”). **As set forth below in Section 3, there are two different “Contest Periods,” a “Grand Prize Contest Period” (defined in this Section 2) and a “Runner-Up Contest Period” (defined in this Section 2).** For the Grand Prize Contest Period, all valid Entries received by Sponsor between Wednesday March 2, 2016 at 12:01 A.M. Scottsdale, Arizona time through **Saturday March 12, 2016 at 11:59 PM Scottsdale, Arizona** time will be eligible to win the one (1) “Grand Prize” (as defined in Section 4 below). Please note that the Grand Prize Contest Period ends **before** the Runner-Up Contest Period.

For the Runner-Up Prize Contest Period, all valid Entries received by Sponsor between Wednesday March 2, 2016 at 12:01 A.M. Scottsdale, Arizona time through Tuesday April 19, 2016 at 11:59 PM Scottsdale, Arizona time will be eligible to win one of the three (3) “Runner-Up Prizes” (as defined below in Section 4).

Note: Entrants may only submit ONE photo in total during the Contest Periods (as defined in Section 3 below), and that Entry will be eligible for only ONE prize. Entrants may NOT submit a photo for both the Grand Prize and the Runner-Up Prize. Entrants who enter more than once, employ any spamming techniques, use multiple usernames, or otherwise attempt to enter multiple times in violation of these rules, shall be disqualified from the Contest. No two Entrants may share an Instagram® or Twitter® account or username.

Entrants may also enter at the url: <https://www.coldstonecreamery.com/batmanvsuperman/>, and follow the entry instructions.

To enter without purchasing a Cold Stone Creamery® Creation, go to the url: <https://www.coldstonecreamery.com/batmanvsuperman/>, and select and download one of the Cold Stone Creamery® Creation dessert “Photos” (as defined above) (a “Website Photo”). After

saving one of the Website Photos to your phone, tablet, or computer, follow the Entry instructions above to enter the Contest. Please note that this url is the ONLY approved source for the downloading of Website Photos. If you download images from ANY other electronic source, that photo and entry will be invalid, and you may be subject to copyright infringement. You must also follow the remainder of these Contest Rules when submitting your Entry in this manner.

To enter by mail, send your name, address, zip code, email address telephone number, and a 4x6 photo that otherwise meets the Photo requirements as stated in this Section 2; and send all of the above information in an envelope to Kahala Franchising, L.L.C., ATTN: Cold Stone Creamery® *Batman vs. Superman: Dawn of Justice* Photo Contest Mail Request, 9311 E. Via de Ventura, Scottsdale, AZ 85258. Entries by mail must be received by the Sponsor before the respective "Grand Prize Winner Selection Date" and "Runner-Up Prize Winner Selection Date" as defined in Section 5 below.

3. Contest Periods. A) The Grand Prize Contest Period begins on Wednesday March 2, 2016 at 12:01 A.M. Scottsdale, Arizona time, and continues until Saturday March 12, 2016.

B) The Runner-Up Contest Period begins on Wednesday March 2, 2016 at 12:01 A.M. Scottsdale, Arizona time, and continues until Tuesday April 19, 2016 at 11:59 P.M. Scottsdale, Arizona time. Sponsor's computer is the official timekeeper for the Contest.

4. Prize and Odds. Entrants will enter the Contest according to the rules included in Section 2 above. **One (1) Grand Prize will be awarded to one (1) Entrant in this Contest, and three (3) Runner-Up Prizes will be awarded to three (3) Entrants in this Contest.** The "Grand Prize" shall be awarded to one (1) winning Entrant, and shall include travel for two (2) to New York to attend the *Batman vs. Superman: Dawn of Justice* premiere screening on **Sunday March 20, 2016, OR Monday March 21, 2016, OR Tuesday March 22, 2016** (the "Grand Prize"). The actual and final date of the screening shall be disclosed to the Grand Prize Winner on Sunday March 13, 2016, as defined further in Section 6. The Grand Prize shall include airline travel for two (2) to and from the Entrant's closest major airport to New York, hotel accommodations for two (2) during the trip in either New York, and two (2) tickets to the premiere screening. The Actual Retail Value ("ARV") of the Grand Prize is Four Thousand Two Hundred Dollars and 00/100 (\$4,200.00).

The three (3) Runner-Up Prizes shall be awarded to three (3) separate winning Entrants (**one Runner-Up Prize for each of the three hashtags as noted above in Section 2**), and each Runner-Up Prize shall consist of one (1) Year of Free Ice Cream, which consists of (1) Cold Stone Creamery® Physical Gift Card, with a retail value of Two Hundred and Fifty Dollars and 00/100 USD (\$250.00). The Actual Retail Value of the three (3) prizes shall be Seven Hundred and Fifty Dollars and 00/100 (\$750.00).

The Total Actual Retail Value of the one (1) Grand Prize and the three (3) Runner-Up Prizes shall be Four Thousand and Nine Hundred and Fifty Dollars and 00/100 (\$4,950.00).

The Grand Prize will be awarded to one (1) winner, and the Runner-Up Prizes will be awarded collectively to three (3) winners (hereafter a "Winner" or the "Winners").

The odds of winning a particular Prize will vary depending on the number of valid Entries received as of the "Grand Prize Winner Selection Date" or the "Runner-Up Prize Winner Selection Date" as specified below in Section 5. For example, if one thousand (1,000) valid Entries are received, your odds of winning are 1:1,000.

No substitution, assignment, exchange of cash, currency, credit, or transfer of the Prize by a winner is allowed. Sponsor reserves the right to substitute the Prize for one of equal or greater value. Each Prize Winner is solely responsible for any local, state, federal and other taxes and charges in connection with the receipt and/or use of any Prize. Any additional expenses incident to the receipt and/or use of any Prize are the sole responsibility of the individual Winner.

If, due to an error, there are more claims for prizes than Prizes stated in these Official Contest Rules, Sponsor reserves the right to award additional Prizes through an additional selection of eligible Prize claims. No more than the stated number of Prizes shall be awarded. Should a potential winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to not award the Prize to anyone.

Address of the premiere screening theatre will be provided by Sponsor within a reasonable time prior to the premiere screening. The Grand Prize Winner and guest are advised to arrive at least one (1) hour prior to the premiere screening start time. No one will be admitted without a ticket or after the premiere screening begins. If, for whatever reason, the premiere screening of the film is cancelled or rescheduled after the tickets are ticketed, no compensation will be paid in lieu of any cancelled or rescheduled showing of the film. No responsibility is assumed by Sponsor if the premiere screening is cancelled, rescheduled, delayed or postponed, in whole or in part. Unused tickets cannot be refunded or exchanged. **Premiere screening tickets do not gain entrance to after party.**

In the event the Grand Prize Winner and/or his/her guest engage in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip.

5. Winner Selections. Sponsor will choose the Winners among all valid Entries received by Sponsor. Sponsor will form a panel of judges to review all valid Entries and select the one (1) Grand Prize Winner on Sunday March 13, 2016, and the one (1) Grand Prize Winner will be announced on Sunday March 13, 2016 ("Grand Prize Winner Selection Date").

The three (3) Runner-Up Winners will be selected on or before Wednesday April 20, 2016 ("Runner-Up Winner Selection Date"). Entries for both Prizes will be judged based on image clarity, appeal of the image, and creative composition. Sponsor will choose winners based solely on Sponsor's opinions and discretion. Sponsor's decisions in all matters relating to this Contest are final.

6. Notification and claiming Prize. Sponsor will notify the Grand Prize and Runner-Up Winners by sending a direct message ("DM") to the Prize Winners to the Twitter® user to the handle the Entrant submitted by valid entry during the Contest Period, or by email ("Notification") as necessary. Sponsor will notify the Grand Prize Winner on Sunday March 13, 2016. Sponsor will notify the three (3) Runner-Up Winners within thirty (30) days of the Runner-Up Winner Selection Date. To claim his/her Prize, both the Grand Prize Winner

and the Runner-Up Winners will be directed to contact the Sponsor with additional information in order to claim their Prize. The Grand Prize Winner and the Runner-Up Winners will be required to execute Sponsor's form of release.

NOTE: Because of the limited time in order to create travel plans to visit the movie premiere on one of the three dates as noted in Section 4 (Sunday March 20, 2016, OR Monday March 21, 2016, OR Tuesday March 22, 2016), the Grand Prize Winner must claim the Grand Prize within twenty-four (24) hours of receiving Sponsor's notification. The Grand Prize Winner will receive a comment on their social media post from Cold Stone Creamery® indicating that they are the Grand Prize Winner, as well as an email confirmation from the Cold Stone eClub. This Entrant will then have twenty-four (24) hours to respond and to confirm the winning entry. If the first Entrant who is notified, does not respond within twenty-four (24) hours, then an additional Entrant will be selected and notified, and the process will continue until there is a Grand Prize Winner who notifies Cold Stone Creamery®. The Grand Prize Winner will be required to share photos from the movie premier on their social media channel(s), and to tag @ColdStone to confirm that they in fact attended the movie premiere, as noted above in Section 4.

If a Grand Prize Winner or the Runner-Up Prize Winners do not comply with these Official Contest Rules, meet eligibility requirements, does not claim his/her Prize within fourteen (14) days of the date of the Notification (the Runner-Up Prize Winners only for the fourteen (14) day notice, **as the Grand Prize Winner must claim the Grand Prize within (24) twenty-four hours of notification**), or does not timely comply with all of Sponsor's instructions to claim the Prizes, the Prizes will be forfeited and no replacement winner will be chosen.

7. General conditions. By entering the Contest, Entrants agree to abide by these Official Contest Rules and the decisions of Sponsor, which are final.

If for any reason the Contest is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest and select the winners from the Entries received prior to the action taken, or by other means deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify an entrant if Sponsor: (a) learns or suspects that entrant has misappropriated another's identity, or infringed upon the rights of any person or entity; (b) finds that entrant has tampered, is tampering or plans to tamper with the entry process or the operation of the Contest; or (c) believes that entrant has violated these Official Rules or is acting in an unprofessional, unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Contest may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Runner-Up Prize is only redeemable at participating gift card locations.

By entering this Contest, each Entrant hereby grants to Sponsor, its affiliates, and its licensees the right and license to use entrant's Entry, name, image, likeness, voice, photograph, Facebook®, Instagram® or Twitter® handle, statements, biographical information, content and Prize status, in whole or in part, for promotional, advertising and/or publicity purposes in any media, now known or later developed and available, throughout the world and in perpetuity, without compensation or notice to, or further consent of, the entrant, to the extent permitted by law. Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of any Prize or in the administration of the Contest. By accepting a Prize, Winners release Sponsor and its affiliated and related companies, Cold Stone Creamery® licensees/franchisees, the Prize supplier, and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent contest organizations, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or misuse of any Prize.

Entrant consents to being contacted by Sponsor for Contest-related purposes, which include, but are not limited to, Prize eligibility notifications, Prize claim notifications and Prize claim reminder notifications. Entrant also pledges, agrees and consents that he/she shall not employ the use of spamming software or some other electronic means to enter or influence the Contest or its results illegitimately, more than once, or use multiple usernames or Facebook®, Instagram® or Twitter® handles, all participants and entrants shall be disqualified from winning any Prize. No two entrants may share a Facebook®, Instagram® or Twitter® account.

8. Release and limitations of liability. Except where prohibited, by participating in the Contest Entrant agrees to release, indemnify, defend and hold harmless Sponsor, and related companies, promotional partners, Prize partners, Warner Bros., Twitter, Instagram and each of their respective parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, employees and agents (collectively, "Released Parties") from and against any claim, cause of action, loss, fine, award, judgment, demand, lawsuit, obligation, interest, tax, penalty or other damage, including, without limitation, attorneys' fees, expert fees and costs, arising out of or in connection with entrant's participation in the Contest, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest or the processing of Entries; or (e) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest and/or receipt and/or use of any Prize. Entrant assumes all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or the acceptance or use of any Prize.

9. Disputes. Entrants agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Maricopa County, Arizona; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, excluding entrant's attorneys' fees, expert fees and costs; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, special and consequential damages and any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ENTRANT.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the rights and obligations of the entrant and Sponsor in connection with the Contest shall be governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of

any jurisdiction other than the State of Arizona. These Official Rules shall be binding upon and inure to the benefit of Sponsor's and each entrant's respective successors, assigns, estates, executors and heirs.

10. Sponsor. Kahala Management, L.L.C., 9311 E. Via de Ventura, Scottsdale, AZ 85258.

11. Winners Lists requests. Requests for a list of winners ("Winners List") will be available after Monday May 2, 2016. For a Winners List, send an email with the subject line, "CSC Batman vs. Superman Winners List Request", to CSCSocialMedia@kahalamgmt.com.

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Warner Bros. Entertainment Inc. and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Contest.

// End of Official Rules //

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