

## Cold Stone Creamery® *Wonder Woman* Photo Contest ("Contest")

### Official Contest Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT WILL 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®. These rules may be viewed online at: <https://www.coldstonecreamery.com/contest/>

**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 or smartphone, who have a Twitter® or Instagram® account, who have a valid email address for receipt of the "Prize" (defined in [Section 4](#) 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 or restricted 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 in the Contest.

**2. How to enter. To participate in the Contest,** "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), participants who enter ("Entrants") may enter by submitting a "Photo" (defined below) of the *Wonder Woman* power pose to their Twitter® or Instagram® social media account that includes the following four (5) requirements: 1) A mention of the Cold Stone Creamery® social media handle "@ColdStone" (which is the same for both Twitter® and Instagram®); 2) Follow Cold Stone Creamery Twitter® (@ColdStone) or Instagram® (@ColdStone); 3) A mention of any one of these four (4) hashtags in the Entrant's post: #IHaveColdStonePower, #IHaveColdStoneGrace, #IHaveColdStoneWonder, #IHaveColdStoneWisdom; 4) Include #Contest and 4) a "Photo" (defined below).

**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 or 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 (2) "Contest Periods."** All valid Entries received by Sponsor between 12:01 A.M. Pacific Standard Time ("PST") on Wednesday May 10, 2017 until 11:59 P.M. PST on Friday May 19, 2017 will be eligible to win the one (1) "Grand Prize" or win one of the three (3) "Runner-Up Prizes" (as defined below in [Section 4](#)).

For both the Grand Prize and the Runner-Up Prizes, Participants may enter once throughout the Contest Periods (as defined in [Section 3](#) below). Entrants, who enter more than once per day, 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/contest/>, and follow the entry instructions.

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 Management, L.L.C., ATTN: Cold Stone Creamery® *Wonder Woman* 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 at 12:01 A.M. PST on Wednesday May 10, 2017 and ends at 11:59 P.M. PST on Friday May 19, 2017 ("Grand Prize Contest Period").

B) The Runner-Up Contest Period begins at 12:01 A.M. PST on Wednesday May 10, 2017 and ends at 11:59 P.M. PST on Friday May 19, 2017 ("Runner-Up Contest Period") ("Grand Prize Contest Period" and "Runner-Up Contest Period" collectively shall be the "Contest Period") Sponsor's computer is the official timekeeper for the Contest.

**4. Prizes 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) "Winner" in this Contest, and three (3) Runner-Up Prizes will be awarded to three (3) "Winners" in this Contest (hereafter a "Prize" or "Prizes").** The "Grand Prize" shall be awarded to one (1) winning Entrant, and shall include travel for two (2) to Los Angeles, CA to attend the *Wonder Woman* premiere screening on Thursday May 25, 2017 (the "Grand Prize"). The actual and final date of the screening shall be disclosed to the Grand Prize Winner on Monday May 22, 2017, 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 Los Angeles, CA, hotel accommodations for two (2) during the trip in Los Angeles, CA, 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). Grand prize Winners will receive a comment on their social media post from Cold Stone Creamery indicating they are the Grand Prize Winner as well as an email confirmation from Sponsor. The user will have twenty-four (24) hours to respond and confirm, if the first Grand Prize winner does not respond within 24

hours then next GP winner will be notified. Grand Prize winners will be required to share photos from the movie premiere on their social media channel(s) and tag @ColdStone to confirm they attended the event.

The three (3) Runner-Up Prizes shall be awarded to three (3) separate Winners, and each Runner-Up Prize shall consist of one (1) Cold Stone Creamery® Gift Card, with a retail value of Two Hundred and Fifty Dollars and 00/100 USD (\$250.00). The ARV of the three (3) prizes shall be Seven Hundred and Fifty Dollars and 00/100 (\$750.00).

The total ARV 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 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 Monday May 22, 2017.

The three (3) Runner-Up Winners will be selected on or before Monday May 22, 2017 ("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 Monday May, 2017. 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 Thursday May 25, 2017, the Grand Prize Winner must claim the Grand Prize within twenty-four (24) hours of receiving Sponsor's notification.**

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, malware, spyware, hacking, 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, 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 per day, 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 an 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 September 10, 2017. For a Winners List, send an email with the subject line, "CSC Wonder Woman Winners List Request", to [cscsocialmedia@kahalamgmt.com](mailto:cscsocialmedia@kahalamgmt.com).

**// End of Official Rules //**

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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.**

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