

Cold Stone Creamery® #SharkFrenzyContest (“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 Period (as defined in Section 3 below), who have access to the Internet, who have a Twitter® or Instagram® account, or who wish to enter by U.S. mail as detailed below. Participants who wish to create a specific social media account to participate, may do so by the following ways: to sign up for a free Twitter® account, visit <http://twitter.com>, and to sign up 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) or its affiliated or related companies, 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 Period (as defined in Section 3 below), “Entrants” may enter by submitting a photo (“Photo”) that meets the following requirements: a) Is your own original work; and b) Contains a Cold Stone Creamery® Shark Week Frenzy ice cream Creation™, OR your favorite Cold Stone Creamery® dessert item. The photo may be submitted via one of the following ways:

- 1) Enter using Twitter®: Send a “Tweet” to the Cold Stone Creamery® official Twitter® account at <http://twitter.com/ColdStone> (Twitter handle: @ColdStone) that includes the following three requirements: 1) The Cold Stone Creamery® handle @ColdStone, 2) The hashtag #SharkFrenzyContest 3) The Photo must also include a group of (a “frenzy”) of friends (including the Entrant), and 4) The Photo as outlined above. Twitter® accounts must be public in order for entries via Twitter® to be valid.
- 2) Enter using Instagram®: Upload a Photo to your Instagram® account that meets the following three requirements: 1) Mentions the Cold Stone Creamery® Instagram® handle @ColdStone, 2) The hashtag #SharkFrenzyContest 3) The Photo as outlined above. Instagram® accounts must be public in order for entries via Instagram to be valid.
- 3) Enter via microsite: Access the Contest app via <http://bit.ly/1XlcbgV>. Enter all “required information” including Name, email address, phone number, date of birth and agree to the contest terms and conditions. Then, upload a photo, as outlined above, and an entry using the app and submit it.

(Each of the above is individually an “Entry” and collectively, “Entries”). All valid Entries received by Sponsor between June 1, 2016 at 9:00 A.M. Scottsdale, Arizona time through June 22, 2016 at 11:59 PM Scottsdale, Arizona time will be eligible to win the “Prize” (as defined below). Participants may enter once during the Contest Period (as defined in Section 3 below).

To enter by mail, send your name, address, zip code, email address telephone number, and a 4x6 photo that otherwise meets photo requirements as stated in this Section 2, images may be located and downloaded at <https://www.coldstonecreamery.com/icecream/signaturecreations/index.html>. All of the above information should be sent in an envelope to Kahala Franchising, L.L.C., ATTN: Shark Week Frenzy Contest Mail Request, 9311 E. Via de Ventura, Scottsdale, AZ 85258. Entries by mail must be received by the Sponsor before the “Winner Selection Date” as defined in Section 5 below. Only one Entry by mail is permitted throughout the entire Contest.

3. Contest Period. The Contest begins on June 1, 2016 at 9:00 A.M. Scottsdale, Arizona time and continues until June 22, 2016 at 11:59 P.M. Scottsdale, Arizona time (“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. A “Prize” is defined as the following: one (1) Cold Stone Creamery® Fifty Dollar and 00/100 (\$50.00) Gift Card, and one (1) “Shark Week Party Pack” with an actual retail value (“Actual Retail Value” or “ARV”) of Fifty Dollars and 00/100 (\$50.00), which includes one (1) Shark Week Tote Bag, one (1) Temporary Tattoo Sheet, one (1) Shark Koozie, one (1) Shark-Shaped Bottle Opener, one (1) Foam FinHat, one (1) T-Shirt, and one (1) Shark-Shaped USB Drive. The total Actual Retail Value of each individual Prize is One Hundred Dollars and 00/100 (\$100.00).

Twenty (20) Prizes will be awarded to twenty (20) winning Entrants (“Winners”) in this Contest. The total Actual Retail Value of the twenty (20) total Prizes that will be awarded is Two Thousand Dollars and 00/100 (\$2,000.00). The odds of winning a Prize will vary depending on the number of valid Entries received as of the “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 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.

5. Winner Selection. Sponsor will choose twenty (20) Winners among all valid Entries received by Sponsor, on June 23, 2016 (the "Winner Selection Dates"). Prizes will be mailed to each Winner within five (5) business days of Sponsor's receipt of the Winner's "Notification," as defined below in Section 6. In choosing the Winners, Sponsor will form a panel of judges to review all valid Entries and select each of the Winners in the number and the dates as set forth above on the Winner Selection Dates. Entries will be judged based on image clarity, appeal of the dessert item depicted in 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 Prize Winners via the method of entry that was selected by the Contestant. If a Winner is a Twitter® or Instagram® user, Sponsor will notify that Winner by sending a direct message ("DM") to the Prize Winner to the Twitter® or Instagram® user to the handle the Entrant submitted by valid entry during the Contest Period ("Notification"). If a Winner is a mail Entrant, Sponsor will send that Winner an email. Sponsor will notify all Winners within fifteen (15) days of the particular Winner Selection Date. To claim his/her Prize, a Winner will be directed to contact the Sponsor with additional information in order to claim their Prize. Each Winner will also be required to execute Sponsor's form of release.

If a Prize Winner does 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, or does not timely comply with all of Sponsor's instructions to claim the Prize, the Prize 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.

By entering this Contest, and unless prohibited by state or federal law, 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 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 its related companies, promotional partners, Prize partners, 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, 2016. For a Winners List, send an email with the subject line, "#SharkFrenzyContest Winners List Request", to contest@coldstonecreamery.com.

// End of Official Rules //

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