

Cold Stone Creamery Birthday Party Pin-spiration Contest (“Contest”) Official 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 MAY BE REQUIRED. BY ENTERING THIS CONTEST YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES.

1. Eligibility. The Contest is open 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 eighteen (18) years of age or older at the beginning of the Contest Period (as defined in Section 3 below). Void where prohibited by law.

(i) Employees of, members of the immediate family of, or those domiciled with an employee of Sponsor (as defined in Section 10 below) or Sponsor's affiliated or related companies; and (ii) Cold Stone Creamery® licensees and franchisees are ineligible to participate.

2. How to enter. If you are not already a member of Pinterest, you must join Pinterest to participate in the Contest. Pinterest is free to join you can join by going to <https://pinterest.com> and clicking on the “Sign up” button located in the center of your web browser screen. Pinterest members may enter the Contest by completing all of the following: (i) Following Cold Stone® on Pinterest at www.pinterest.com/coldstone; (ii) Creating a Birthday Party inspiration board; (iii) Pinning at least one (1) item from the Cold Stone board on your Birthday Party inspiration board along with everything else that you would do to create the most ideal birthday party, such as home décor, fashion, recipes, birthday party themes and party favors; and (iv) Once your board is complete, submit your Pinterest user name to Cold Stone Creamery at <http://bit.ly/2aBWgD2> (each an “Entry” and collectively, “Entries”). All valid Entries received by Sponsor between August 19, 2016 at 09:00 A.M. Scottsdale, Arizona time through September 16, 2016 at 12:00 P.M. Scottsdale, Arizona time will be entered to win a Prize (as defined in Section 4 below). Once submitted, Entries may not be modified or deleted. LIMIT ONE CONTEST ENTRY PER PERSON.

3. Contest Period. The Contest begins on August 19, 2016 at 09:00 A.M. Scottsdale, Arizona time and continues until September 16, 2016 at 12:00 P.M. Scottsdale, Arizona time (“Contest Period”). Sponsor's computer is the official timekeeper for the Contest. For purposes of these Official Rules, receipt of an Entry occurs once Entrant submits the URL for his or her Birthday Party inspiration board to Sponsor.

4. Prize and odds. Prize: A One Hundred Dollar (\$100) Cold Stone Creamery Gift Card and a Four Hundred Dollar (\$400) Visa Gift Card. There are a total of four (4) individual Prizes (each a “Prize” and collectively, “Prizes”). Total actual retail value (“ARV”) of all Prizes is Five Hundred Dollars (\$500). Odds of winning a Prize are approximately 1 in 500 (based on an estimate of 5,000 Entries). ENTRANT'S ODDS OF WINNING A PRIZE WILL VARY BASED ON THE NUMBER OF VALID ENTRIES ACTUALLY RECEIVED BY SPONSOR. LIMIT ONE (1) PRIZE PER PERSON.

Entrant understands and agrees that each Prize is subject to all gift card terms and conditions. No substitution, assignment, exchange or transfer of a 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 Rules, Sponsor reserves the right to award Prizes through a random drawing 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 four (4) winners from all valid Entries received by Sponsor. Sponsor will choose winners based solely on Sponsor's opinions and discretion in evaluating each Entrant's compliance with the requirements to enter as set forth in Section 2 above and the quality, originality and/or creativity of such Entry. Sponsor's decisions in all matters relating to this Contest are final.

6. Notification and claiming Prize. Sponsor will notify each potential Prize winner by September 30, 2016. Potential winners will be notified by e-mail or phone and may be required to execute and return an affidavit of eligibility/release of liability within seven (7) days from the date of Sponsor's notice. If a fully-completed and executed affidavit of eligibility/release of liability is not timely received by Sponsor, Sponsor's Prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner within a reasonable time period or a potential winner is not in compliance with these Official Rules, the Prize will be forfeited and, at Sponsor's discretion and time permitting, an alternate winner may be selected or no Prize awarded. Prizes will be mailed to valid Prize winners who have timely complied with all of Sponsor's instructions.

If a Prize winner does not comply with these Official Rules, meet eligibility requirements, does not claim his/her Prize within seven (7) days of the date of the Notification Comment, 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, each entrant agrees to abide by these Official Rules and the decisions of Sponsor, which are final.

Entrant, by participating in this Contest, warrants and represents that: (i) he or she is the exclusive creator and owner of the Entry, including all rights therein; (ii) the Entry has not been submitted to or a prize winner in any other contest or competition; (iii) entrant has the full and exclusive right, power and authority to submit the Entry and to grant Sponsor all rights, title and interest in and to the Entry, including, without limitation, worldwide copyright and moral rights; (iv) no part of the Entry has been previously published, and; (v) no rights in the Entry have been previously granted to any person, firm, corporation or other entity. Sponsor reserves the right in its sole discretion to disqualify any Entry at any time if Sponsor determines that the Entry is offensive, inappropriate, not in keeping with Sponsor's image or if it is determined that entrant has not otherwise complied with these Official Rules. If the Entry contains any material or elements that are not owned by entrant and/or which are subject to the rights of third parties, entrant is responsible for obtaining, prior to submitting the Entry in the Contest, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion. Entrant hereby acknowledges that his or her Entry and all other materials of every kind whatsoever created by entrant relating to the Contest (collectively, “Work”) entrant hereby irrevocably and exclusively grants and assigns to Sponsor (or, if any applicable law prohibits or restricts such assignment, entrant hereby grants to Sponsor an irrevocable, perpetual, royalty-free, transferable license of) unlimited right, title and interest in and to the Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or

hereafter devised. Entrant agrees to execute and deliver such additional documents or instruments as may be necessary or appropriate to evidence or effectuate such assignment. By submitting an Entry, entrant acknowledges and agrees that Sponsor may obtain many submissions under this Contest and that such Entries may be similar or identical in theme, idea, format or other respects to others submitted under this Contest and/or other contests staged and/or sponsored by Sponsor, and waive any and all claims entrant may have had, may have, and/or may have in the future, that any Entry, content or material accepted, reviewed and/or used by the Sponsor (or its designees) may be similar to entrant's Entry. Entrant acknowledges and agrees that the Sponsor does not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of any copyright in and to entrant's Entry.

By participating in the Contest, entrant: (i) agrees to be bound by these Official Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor and judges, which are final and binding in all matters relating to the Contest, (iii) agree to receive electronic communications from Sponsor, as well as any information or promotional material received from Sponsor or its agents, and (iv) represents and warrants that he or she will abide by and comply with Pinterest's Terms of Use and Acceptable Use Policy. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries.

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 the 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, 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, 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.

Each 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.

8. Release and limitations of liability. Except where prohibited, by participating in the Contest each 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; (e) the operation or functionality of the Pinterest site or app; or (f) 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. This Contest is in no way sponsored, endorsed, administered by or associated with Pinterest. Each Contest entrant understands that he or she is providing his or her information to Sponsor and not to Pinterest.

11. Winners Lists requests. Requests for a list of winners ("Winners List") will be available after September 30, 2016. For a Winners List, send an email with the subject line, Birthday Party Contest Winners List", to contest@coldstonecreamery.com.