

## **Cold Stone Creamery® Smallfoot Photo Sweepstakes ("Sweepstakes")**

### **Official Sweepstakes Rules ("Official Sweepstakes 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. EACH POTENTIAL WINNER MAY BE REQUIRED TO EXECUTE AN AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITES FACEBOOK®, TWITTER® OR INSTAGRAM®. These Official Sweepstakes Rules may be viewed online at: <https://www.coldstonecreamery.com/sweepstakes> ("**Sweepstakes Website**").

**1. Eligibility.** The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia (the "**Territory**"), who are eighteen (18) years of age or older at the beginning of the Sweepstakes Period (as defined in Section 3), who have access to the Internet, who have a camera or smartphone, who have a Twitter® or Instagram® account, who have a valid address within the Territory for receipt of the Prize (as defined in Section 4). Participants who wish to sign up for a free Twitter® account, visit <http://twitter.com>; or for a free Instagram® account, visit <http://instagram.com>. The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited or restricted by law.

Employees of Sponsor (as defined in Section 10), Warner Bros. Entertainment Inc. ("**Warner Bros.**"), PlayMonster LLC ("**PlayMonster**"), and any of their respective parents, affiliates, subsidiaries, and members of their immediate family (spouse, parents, siblings and children) or those domiciled with an employee (whether related or not) of Sponsor, Warner Bros., PlayMonster, or any of their respective parents, subsidiaries or affiliates, are not eligible to participate or win. Cold Stone Creamery® licensees, franchisees and their employees are ineligible to participate or win.

An eligible individual, who enters the Sweepstakes, is hereafter referred to as an "**Entrant**", "**you**" or "**your**". Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules, and may be required to verify that they meet eligibility requirements as outlined herein.

**2. How to Enter the Sweepstakes.** No Purchase Necessary to Enter or Win. There are three (3) ways to enter the Sweepstakes; however, Entrants may enter only once throughout the Sweepstakes Period (as defined in Section 3).

**A. Entry via Instagram®:** During the Sweepstakes Period, purchase a Yummy Yeti Confetti Creation or Migo's Marshmallow Medley shake, then take a photo of it and post it to your Instagram® social media account with the following three (3) requirements: (1) mention Cold Stone Creamery® social media handle "@coldstone" in the post; (2) follow @coldstone on Instagram®; and (3) include in the caption of the post the following hashtags: #YetiForIceCreamSweepstakes and #Smallfoot. The photo may not include any of the following: (a) any individual who does not consent to being in the photograph; (b) any inappropriate, vulgar, or offensive content; or (c) any illegal or immoral acts or activities. Sponsor will determine if content is deemed inappropriate, vulgar or offensive and Sponsor's decisions in all matters relating to this Sweepstakes are final.

**B. Entry via Twitter®:** During the Sweepstakes Period, purchase a Yummy Yeti Confetti Creation or Migo's Marshmallow Medley shake, then take a photo of it and post it to your Twitter® account with the following three (3) requirements: (1) mention Cold Stone Creamery® social media handle @coldstone in the post; (2) follow @coldstone on Twitter®; and (3) include in the caption of the post the following hashtags: #YetiForIceCreamSweepstakes and #Smallfoot. The Photo may not include any of the following: (a) any individual who does not consent to being in the photograph; (b) any inappropriate, vulgar, or offensive content; or (c) any illegal or immoral acts or activities.

Sponsor will determine if content is deemed inappropriate, vulgar or offensive and Sponsor's decisions in all matters relating to this Sweepstakes are final.

- C. Entry without making a purchase via the Sweepstakes Website:** Visit the official Cold Stone Creamery Facebook®, Twitter® or Instagram® social media page, download or screenshot a photo of the Yummy Yeti Confetti Creation or Migo's Marshmallow Medley shake ("**Website Photos**"), then upload that picture to either your Instagram or Twitter account ONLY per the instructions noted above. Please note that the official Cold Stone Creamery Facebook®, Twitter® or Instagram® social media pages are the ONLY approved sources for the downloading or screenshots of online photos for this Sweepstakes. If you download or screenshot images from ANY other electronic source, that photo and entry will be invalid, and you may be subject to copyright infringement. The Photo may not include any of the following: (a) any individual who does not consent to being in the photograph; (b) any inappropriate, vulgar, or offensive content; or (c) any illegal or immoral acts or activities. Sponsor will determine if content is deemed inappropriate, vulgar or offensive and Sponsor's decisions in all matters relating to this Sweepstakes are final.

Each of the above is individually an "**Entry**" and collectively, "**Entries**". All valid Entries received by Sponsor during the Sweepstakes Period will be eligible to win a Prize (as defined in Section 4).

**Limit One (1) Entry Per Entrant:** There is a limit of one (1) Entry per Entrant throughout the Sweepstakes Period and a limit of one (1) Prize per Entrant. Entrants, who enter more than once, employ any spamming techniques, use multiple usernames, or otherwise attempt to enter multiple times in violation of these Official Sweepstakes Rules, shall be disqualified from the Sweepstakes. No Entrants may share an Instagram® or Twitter® account or username. Entrants are not permitted to use another person's identity. If it is discovered by Sponsor (using any evidence or other information made available to or otherwise discovered by Sponsor) that any Entrant has attempted, or has used any other identities or system(s) or program(s) to participate in or disrupt the Sweepstakes, then he or she shall be disqualified from the Sweepstakes in the sole and absolute discretion of Sponsor. Failure to comply with these Official Sweepstakes Rules and the decisions made by Sponsor may result in an Entrant being disqualified from the Sweepstakes.

IF ANY OF THE INFORMATION THAT YOU SUPPLIED IS INCORRECT, INCOMPLETE, OR UNTRUTHFUL (OR IF YOU ARE IN VIOLATION OF THESE OFFICIAL SWEEPSTAKES RULES), YOUR ENTRY WILL BE INVALID AND YOU WILL BE INELIGIBLE FOR THE PRIZES.

**3. Sweepstakes Period.** The Sweepstakes begins on Saturday, September 15, 2018 at 12:01 A.M. Scottsdale, Arizona time, and continues until Wednesday, September 26, 2018 at 11:59 P.M. Scottsdale, Arizona time ("**Sweepstakes Period**"). Sponsor's computer is the official timekeeper for the Sweepstakes.

**4. Prizes, Approximate Retail Value ("ARV") and Odds.** Entrants will enter the Sweepstakes according to the rules included in Section 2. **Ten (10) Prize packs will be awarded to Ten (10) Entrants in this Sweepstakes (hereafter a "Prize" or "Prizes").** The Ten (10) Prize packs shall be awarded to Ten (10) separate Entrants (each a "**Winner**", collectively the "**Winners**"), and each Prize Pack shall consist of the following:

- (i) One (1) Yeti in My Spaghetti board game with an approximate retail value of \$17.99;
- (ii) One (1) Yeti Set Go board game with an approximate retail value of \$21.99;
- (iii) One (1) Cold Stone Creamery gift card with a value of \$50.00; and
- (iv) One (1) pack of four (4) Fandango Promo Codes ("Code(s)"), each Code good towards 1 movie ticket (\$15 per ticket, up to \$60 total ticket and convenience fee value) to see Smallfoot or any other Warner Bros. film at Fandango partner theaters in the U.S. Code is void if not redeemed by 12/31/18. Only valid for purchase of movie tickets made at www.fandango.com or via the Fandango app and cannot be redeemed directly at any Fandango partner theater box office. If lost or stolen, cannot be replaced. No cash value,

except as required by law. Not valid with any other offer. Each Code is one-time use only. Not for resale; void if sold or exchanged. If cost of movie ticket with Fandango's convenience fee included is more than maximum value of the Code, then user must pay the difference. Any price difference between movie ticket purchased and maximum value of the Code will not be refunded. Approximate Retail Value ("ARV"): \$60 USD. Limit 4 Code(s) per person/household. Fandango Loyalty Solutions, LLC or its parents, affiliates, and subsidiaries are not a sponsor or co-sponsor of this Sweepstakes and are not responsible for the promotion, administration or execution of this Sweepstakes. The redemption of the Code is subject to Fandango's Terms and Policies at [www.fandango.com/terms-and-policies](http://www.fandango.com/terms-and-policies).

**Total ARV:** The ARV of one (1) Prize pack is One Hundred Forty Nine and 98/100 Dollars (\$149.98). The total ARV of the ten (10) Prizes is One Thousand Four Hundred Ninety Nine and 80/100 Dollars (\$1,499.80). Any difference between the approximate retail value and the actual retail value will not be awarded and any difference will not be refunded.

**Odds:** The odds of winning a Prize will vary depending on the number of valid Entries received during the Sweepstakes Period.

The Cold Stone Creamery gift cards are only redeemable at participating U.S. Cold Stone Creamery® locations. There is no substitution, assignment, cash equivalent for any Prize, currency, credit, or transfer of any Prize by a Winner allowed, except that Sponsor, in its sole discretion, can substitute a Prize for a prize of equal or greater value. Winners are solely responsible for any federal, state and/or local income taxes, if any. Any and all expenses not stated for any Prize are the sole responsibility of the applicable Winner.

If, due to an error, there are more claims for Prizes than Prizes stated in these Official Sweepstakes Rules, Sponsor reserves the right to award additional Prizes through an additional selection of eligible Prize claims. Should a Winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to either select an alternate winner until all Prizes are claimed or forfeit Prizes with no replacement winner being selected.

**5. Winner Selection.** On Thursday, September 27, 2018 ("**Winner Selection Date**") Sponsor will select the Ten (10) Winners each at random from all valid Entries received by Sponsor during the Sweepstakes Period. Sponsor's decisions in all matters relating to this Sweepstakes are final. Winners must claim their Prize as set out in Section 6.

**6. Notification and Claiming Prize.** Sponsor will notify the Winners by sending a direct message ("**DM**") to each Winner at his or her Twitter® user handle, Instagram® account or email address provided by Entrant ("**Notification**") on or about Thursday, September 27, 2018. To claim his/her Prize, Winners will be directed to contact the Sponsor with additional information in order to claim the Prize. Winners will be required to execute the Sponsor's affidavit of eligibility/release of liability/prize acceptance and any other documentation reasonably requested by Sponsor.

If Winners do not comply with these Official Sweepstakes Rules, meet eligibility requirements, do not claim the Prize within the required timeframe of Sponsor's Notification (Winners will have seven (7) days from the date of Sponsor's Notification to claim their Prize), or do not timely comply with all of Sponsor's instructions to claim the Prizes, Sponsor has the option to either select an alternate winner until all prizes are claimed or forfeit prizes with no replacement winner being chosen.

**7. General conditions.** By entering the Sweepstakes, Entrants agree to abide by these Official Sweepstakes Rules and the decisions of Sponsor, which are final. If for any reason the Sweepstakes 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 Sweepstakes, Sponsor reserves the right, in its sole discretion, to

cancel, terminate, modify or suspend the Sweepstakes 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 Sweepstakes; or (c) believes that Entrant has violated these Official Rules or is acting in an unprofessional or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Sweepstakes 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 Sweepstakes, each Entrant hereby represents and warrants that the Entrant has obtained permission from each person whose name, image, likeness and/or photograph ("Likeness") is included in the Entry and that such person(s) have granted Entrant all necessary rights to use the person's Likeness as described in Official Rules and that Entrant can make written copies of such permissions available to the Sponsor upon request. Sponsor's determination as to whether the Entry potentially violates the rights of any third party is final. Entrant irrevocably grants to Sponsor, its affiliates, and its licensees the unconditional and perpetual right and permission to use Entrant's Entry, name, image, likeness, photograph (collectively "Likeness"), voice, 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 Sweepstakes. By accepting a Prize, Winners release Sponsor, Warner Bros. and their affiliated and related companies, Cold Stone Creamery® licensees/franchisees, the Prize supplier, and each of their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent contest/sweepstakes 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 Sweepstakes-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 Sweepstakes or its results.

**8. Release and limitations of liability.** Except where prohibited, by participating in the Sweepstakes, Entrant agrees to release, indemnify, defend and hold harmless Sponsor, and related companies, promotional partners, Prize partners, Warner Bros., PlayMonster, Facebook, Twitter, Instagram, Fandango Loyalty Solutions, LLC, and each of their respective parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, shareholders, 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 Sweepstakes, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) errors in the administration of the Sweepstakes; or (d) 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 Sweepstakes 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 Sweepstakes or the acceptance or use or misuse of any Prize.

**9. Disputes.** By entering this Sweepstakes, you agree: (a) to be bound by these Official Sweepstakes Rules and by all applicable laws and decisions of Sponsor, which shall be binding and final; (b) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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; (c) any and all claims, judgments and awards shall be

limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding Entrant's attorneys' fees, expert fees and costs; and (d) 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 Sweepstakes 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 Sweepstakes 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 List Request.** Requests for a list of winners ("Winners List") will be available after October 5, 2018. For a Winners List, send a self-addressed stamped envelope no later than March 31, 2019 to: Smallfoot Cold Stone Creamery Winners List, c/o Kahala Management, 9311 E Via de Ventura, Scottsdale, Arizona 85258. Winners List will contain the first name, last initial and state of each Winner.

Warner Bros., and its parent, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Sweepstakes.

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

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