

The #coldstonedaily 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.

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). 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. Enter by posting a photo related to Sponsor's "daily theme" to your Instagram® account with the "#coldstonedaily" hashtag (each an "Entry" and collectively, "Entries"). "Daily themes" can be found on the @coldstone Instagram® account (www.instagram.com/coldstone) and Facebook® page (www.facebook.com/coldstonecreamery). All valid Entries received by Sponsor between December 1, 2013 at 12:01 A.M. Scottsdale, Arizona time through December 31, 2013 at 11:59 P.M. Scottsdale, Arizona time will be entered to win a Prize.

The number of Entries per person are unlimited during the Contest Period. HOWEVER, CONTEST WINNERS CAN WIN ONLY ONE (1) PRIZE (AS DEFINED IN SECTION 4 BELOW) AMONG ALL CATEGORIES OF PRIZES.

3. Contest Period. The Contest begins on December 1, 2013 at 12:01 A.M. Scottsdale, Arizona time and continues until December 31, 2013 at 11:59 P.M. Scottsdale, Arizona time ("Contest Period"). Sponsor's computer is the official timekeeper for the Contest.

4. Prizes and odds. There are three (3) categories of Prizes, each of which are listed below, with a combined total of thirty-one (31) individual Prizes (each a "Prize" and collectively, "Prizes"). Total actual retail value ("ARV") of all Prizes is Four Hundred Eighty Dollars U.S. (\$480). Odds of winning a Prize are approximately 1 in 4,838,710 (based on an estimate of 150,000,000 Entries). ENTRANT'S ODDS OF WINNING A PRIZE WILL VARY BASED ON THE NUMBER OF VALID ENTRIES ACTUALLY RECEIVED BY SPONSOR.

- a) Twenty-eight (28) Ten Dollar U.S. (\$10) Cold Stone Creamery® eGifts; Total ARV: Two Hundred Eighty Dollars U.S. (\$280); Odds of winning are approximately 1 in 5,357,143 (based on an estimate of 150,000,000 Entries). Actual odds will vary depending on the number of Entries actually received.
- b) Two (2) Fifty Dollar U.S. (\$50) Cold Stone Creamery® eGifts; Total ARV: One Hundred Dollars U.S. (\$100). Odds of winning are approximately 1 in 75,000,000 (based on an estimate of 150,000,000 Entries). Actual odds will vary depending on the number of Entries actually received.
- c) One (1) One Hundred Dollar U.S. (\$100) Cold Stone Creamery® eGift; Total ARV: One Hundred Dollars U.S. (\$100). Odds of winning are approximately 1 in 150,000,000 (based on an estimate of 150,000,000 Entries). Actual odds will vary depending on the number of Entries actually received.

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 one (1) winner from each day of the Contest Period among all valid Entries received by Sponsor for that day (each a "Selection Date" and collectively, "Selection Dates"). Sponsor will choose winners based solely on Sponsor's opinions and discretion. Sponsor shall determine the category of Prize to be awarded on each Selection Date. Sponsor's decisions in all matters relating to this Contest are final.

6. Notification and claiming Prize. Sponsor will notify each Prize winner by commenting on his/her Entry and requesting the selected entrant to email a screen shot of their Instagram® "Profile" to contest@coldstonecreamery.com ("Notification Comment"). Each Prize winner will be notified of winning within fourteen (14) days of his/her Entry date. To claim his/her Prize, winner must email a screen shot of his/her Instagram® "Profile" to contest@coldstonecreamery.com within fourteen (14) days from the date the Notification Comment was sent. The eGift Prizes will be emailed 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 fourteen (14) 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, entrants agree to abide by these Official 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, 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.

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 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. Cold Stone Creamery, Inc., 9311 E. Via de Ventura, Scottsdale, AZ 85258.

11. Winners Lists requests. Requests for a list of winners ("Winners List") will be available after January 15, 2014. For a Winners List, send an email with the subject line, "#coldstonedaily Contest Winners List", to contest@coldstonecreamery.com.