

2022 Cold Stone Creamery® Game System 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. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY AGREEMENT MAY BE REQUIRED. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, THE PARENT OR AFFILIATED COMPANIES OF THE SOCIAL MEDIA WEBSITE(S) FACEBOOK®, TWITTER®, OR INSTAGRAM®. VOID WHERE PROHIBITED. These Official Sweepstakes Rules may be viewed online at: <https://coldstonecreamery.com/nintendoswitch>.

1. Eligibility. The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older at the beginning of the Sweepstakes Period (as defined in [Section 5](#)), who have access to the internet, and who have or open an internet e-mail account. 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, members of the immediate family of, or those domiciled with an employee (whether related or not) of Sponsor (as defined in [Section 12](#)), Nintendo of America Inc. ("**Nintendo**") or each of their respective parent(s), affiliates, subsidiaries, and 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**" or "**you**". Each Entrant unconditionally accepts and agrees to comply with and abide by these Official Sweepstakes Rules, and to the decisions of the Sponsor, which are final and binding in all respects; and may be required to verify that they meet eligibility requirements as outlined herein.

Facebook, Twitter, and Instagram are not participants or sponsors, nor does Facebook, Twitter, or Instagram endorse, administer, or promote this Sweepstakes. You are providing your information to Sponsor and not to Facebook, Twitter, or Instagram. If you participate via your mobile phone, such activity will be subject to the charges pursuant to your wireless service provider's rate plan. Please consult your wireless service provider for more information.

2. How to Enter the Sweepstakes. During the Sweepstakes Period, you may enter the Sweepstakes through the website URL at <https://coldstonecreamery.com/nintendoswitch> ("**Website**") by completing and submitting all required registration information, which includes joining Cold Stone Creamery My Cold Stone Club® Rewards program, or by mail as described below (each, an "**Entry**" and collectively referred to herein as "**Entries**"). All Entries must be complete and accurate to be eligible. All submitted Entries are the property of the Sponsor.

To receive one (1) entry without enrolling in the Cold Stone Creamery My Cold Stone Club Rewards program as described above, on a 3" x 5" piece of paper, hand-print your name, complete address, daytime and evening telephone numbers (area code included), and date of birth, and mail entry in a properly stamped #10 envelope to: Kahala Management, LLC – 2022 Cold Stone Creamery Game System Sweepstakes, 9311 E. Via de Ventura, Scottsdale, AZ 85258. Entries must be received by September 30, 2022 to be eligible.

Entries that are incomplete, defamatory, disparaging, hateful, offensive, illegible, false, deceptive, garbled, or portraying or advocating alcohol, illegal drugs, tobacco, firearms, or weapons; or Entries that include any activities that may appear unsafe or dangerous, or that advocate any political agenda are not eligible, with such eligibility to be determined by Sponsor in its sole discretion.

3. Entry Limit: One (1) Entry per Entrant throughout the Sweepstakes Period. Entrants are not permitted to use another person's identity. Any Entrant, who uses multiple names or otherwise attempts to enter multiple times in violation of these Official Sweepstakes Rules, shall be disqualified from the Sweepstakes. 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.

4. Privacy. The personal information you provide at the time of Entry or otherwise in connection with the Sweepstakes will be subject to the law of the United States. All such information is subject to the Sponsor's Privacy Policy posted at <https://www.coldstonecreamery.com/aboutus/privacy> and Nintendo's Privacy Policy posted at <https://www.nintendo.com/privacy-policy>. By entering this Sweepstakes and providing personal information you agree to the use of your personal information as described in the above privacy policies.

5. Sweepstakes Period. The Sweepstakes begins on Wednesday, July 6, 2022 at 12:00 A.M. Scottsdale, Arizona time and ends Friday, September 30, 2022 at 11:59 PM Scottsdale, Arizona time ("**Sweepstakes Period**"). Sponsor's computer is the official timekeeper for the Sweepstakes Period.

6. Prizes, Approximate Retail Value ("ARV") and Odds. All details and other restrictions of the prizes not set forth in these Official Sweepstakes Rules will be determined by Sponsor in its sole discretion.

Prize. One hundred (100) Entrants (each a "Prize Winner" and collectively "Prize Winners"), chosen at random, will each be awarded one (1) prize pack (each a "Prize" and collectively, "Prizes") which shall consist of:

- One (1) Nintendo Switch – OLED Model system (Nintendo Switch system may be substituted due to availability)
- Three (3) digital download codes (each a "Code," and collectively "Codes") for Nintendo Switch games as follows:
 - One (1) Code for Kirby and the Forgotten Land
 - One (1) Code for Mario Party Superstars
 - One (1) Code for Animal Crossing: New Horizons
- One (1) Gift Card for Cold Stone Creamery valued at Twenty-Five and 00/100 USD (\$25.00)

Total ARV: The total ARV of one (1) Prize is Five Hundred Fifty-Four and 96/100 USD (\$554.96). The total ARV of all prizes is Fifty-Five Thousand Four Hundred Ninety-Six and 00/100 USD (\$55,496.00). 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 the Prize will vary depending on the number of valid, correct Entries received during the Sweepstakes Period.

Tax Information: All income taxes (including, without limitation, federal, state and/or local income taxes) and any other costs and expenses associated with a Prize acceptance and use not specified herein as being provided, is the sole responsibility of the applicable Prize Winner.

No substitution, assignment, exchange of cash, currency, credit, or transfer of a Prize by a Prize Winner is allowed. Sponsor reserves the right to substitute a Prize for one of equal or greater value. A Prize Winner is solely responsible for any local, state, federal and other taxes and charges in connection with the receipt and/or use of a Prize. Any additional expenses incident to the receipt and/or use of a Prize is sole responsibility of the individual Prize Winner. Should a potential Prize Winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to either select an alternate Prize Winner until the Prize is claimed or forfeit the Prize with no replacement winner being selected.

7. Winner Selection. On or about Friday, October 7, 2022, ("**Winners Selection Date**"), potential Prize Winners will be selected in a random drawing from among all eligible entries received during the entire Sweepstakes Period. Each Prize Winner must claim his/her Prize as set out below in [Section 8](#). Sponsor's decisions in all matters relating to the Sweepstakes are final.

8. Notification and Claiming Prize. Entrant consents to being contacted by Sponsor for Sweepstakes-related purposes, which include, but are not limited to, Prize eligibility notifications and Prize claim notifications. Sponsor will notify the Prize Winners on or about Friday, October 14, 2022 by email or telephone call ("**Notification**"). The potential Prize Winner must respond within five (5) business days from the date of Notification. A Prize claim document ("**Prize Claim Document**") will then be sent to the potential Prize Winner. The Prize Claim Document will include affidavits of eligibility/release of liability/prize acceptance and any other documentation reasonably requested by Sponsor, all of which a potential Prize Winner must complete and return within ten (10) business days from when the Prize Claim Document is sent to the potential Prize Winner. ***If a potential Prize Winner does not respond to Sponsor's Notification within five (5) days or return the Prize Claim Document within ten (10) days as provided for above, then the Prize or Prizes may be forfeited without a replacement Prize Winner(s) being chosen.*** Subject to change, Prizes will be shipped to Prize Winners by December 31, 2022.

If a potential Prize Winner does not comply with these Official Sweepstakes Rules, meet eligibility requirements, does not respond to Sponsor's Notification within five (5) days of Notification or claim his/her Prize within ten (10) days of receipt, or does not timely comply with all of Sponsor's instructions to claim the Prize, the Prize or Prizes may be forfeited without a replacement Prize Winner or Prize Winners being chosen. Sponsor reserves the right to either select an alternate Prize Winner(s) until the Prize(s) is claimed or forfeit the Prize(s) with no replacement Prize Winner(s) being selected.

9. 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. 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 Sweepstakes 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 Sweepstakes Rules shall not constitute a waiver of that provision.

By entering the Sweepstakes, Entrants agree to abide by these Official Sweepstakes Rules and the decisions of Sponsor and/or the independent sweepstakes organization (as may be applicable), which are final. By entering this Sweepstakes, each Entrant hereby grants to Sponsor, its affiliates, and its licensees the right and license to use Entrant's name, image, likeness, voice, geographical information, 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 Sweepstakes. By accepting a Prize, Prize Winners release Sponsor and its affiliated and related companies, Cold Stone Creamery licensees/franchisees, Nintendo, and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent sweepstakes organizations, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or misuse of any Prize.

No substitution, assignment, exchange of cash, currency, credit, or transfer of a Prize by a Prize Winner is allowed. Sponsor reserves the right to substitute the Prize for one of equal or greater value. The Prize Winner is solely responsible for any local, state, federal and other taxes and charges in connection with the receipt and/or use of a Prize, if any. Any additional expenses incident to the receipt and/or use of a Prize is sole responsibility of the individual Prize Winner. Should a potential Prize Winner decline or fail to claim the Prize, or be unreachable, Sponsor reserves the right to either select an alternate Prize Winner until the Prize is claimed or forfeit the Prize with no replacement Prize Winner being selected.

10. Release and Limitations of Liability. Except where prohibited, by participating in the Sweepstakes, you agree to release, indemnify, defend and hold harmless Sponsor, Nintendo, and related companies, promotional partners, Prize partners, Facebook, Twitter, Instagram, and each of their respective parent, subsidiaries, affiliates, successors, predecessors, and each of their respective agents and agencies, and each of 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) printing errors; (d) errors in the administration of the Sweepstakes 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 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.

11. 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 the 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 the 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 Sweepstakes 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. If any provision of these Official Sweepstakes Rules is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Official Sweepstakes Rules and shall not affect the validity and enforceability of any remaining provisions. Headings are used in these Official Sweepstakes Rules are solely for convenience of reference and shall not be deemed to affect in any manner the meaning or intent of these Official Sweepstakes Rules or any provision thereof.

12. Sponsor. Kahala Management, L.L.C., 9311 E. Via de Ventura, Scottsdale, AZ 85258. Nintendo is not a sponsor, co-sponsor, or administrator of this Sweepstakes.

13. Winner List Request. After November 5, 2022, for a Winners list, send a self-addressed stamped envelope (void where prohibited) for receipt, no later than April 1, 2023, to: 2022 Cold Stone Creamery® Game System Sweepstakes Winners List Request, c/o Kahala Management, 9311 E Via De Ventura, Scottsdale, Arizona 85258. Winners List will contain first name, last initial and state of Prize Winners.

// End of Official Sweepstakes Rules //

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