

Nestlé® Toll House® Café by Chip®

Graduation Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED.

1. Promotion and Sponsor: Participation in the Nestlé® Toll House® Café by Chip® Graduation Giveaway (the “Promotion”) constitutes Entrant’s full and unconditional agreement to these Official Rules. Entrant is free to disclaim any prize and status as Entrant (as defined below) and as a result will not be eligible to receive any prize. The Promotion is sponsored and administered by Crest Foods, Inc., 101 W. Renner Rd., Ste. 240, Richardson, TX 75082 (“Sponsor”). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor shall be final and binding. While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, Pinterest, or any other social media platforms not mentioned herein.

2. Promotion Period: The Promotion begins at **12:01 AM (ET) on June 1, 2016** and ends at **11:59 PM (ET) on June 19, 2016** (the “Promotion Period”). Only entries submitted and received during the Promotion Period will be accepted. Sponsor will be the official timekeeper of this promotion.

3. Eligibility: The Promotion is open to legal residents of the United States, age 18 or older. Void in Puerto Rico, the U.S. Virgin Islands, Guam, other U.S. territories, and where otherwise prohibited by law. Employees of Sponsor and its parent and affiliate companies, suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Eligibility is contingent upon agreement to, and compliance with, these Official Rules and fulfilling all requirements in these Official Rules. Participation in the Promotion in any way, including submission of any entry or the partial completion of any act of entry or any other steps taken to participate in the Promotion in any manner, constitutes full and unconditional agreement with all provisions of these Official Rules.

4. How to Enter: NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING. There are two (2) methods of entry; any eligible participant entering this Promotion shall be an “Entrant.” Each Entrant who enters using one of the below methods shall receive one entry into the Prize Drawing (as defined below). Limit one eligible entry per person per day regardless of method of entry.

Online Purchase Entry: During the Promotion Period, you will automatically become an Entrant and receive one entry when you visit <http://nestlecafe.com/order-online>, locate a nearby café, and complete any online purchase through the online ordering system. Entrants may be required to provide the following personal information in order to be eligible for a Promotion prize: first and last name, date of birth, email address, mailing address (including city, state, and ZIP code), and daytime phone number (including area code).

Mail-In Entry You will automatically become an Entrant and receive one entry when you legibly print your first and last name, complete address, daytime phone number, email address, and date of birth on a 3x5

postcard with sufficient postage (your "Postcard") and mail it to "Nestlé® Toll House® Café by Chip® Graduation Giveaway" 101 W. Renner Rd., Ste. 400, Richardson, TX 75082. Postcards must be entirely handwritten and postmarked during the Promotion Period in order to be eligible. All Postcards must be received by Sponsor no later than June 19th to be entered for a chance to win. Only one entry per Postcard, and Postcards with more than one entry; Postcards that utilize labels or stickers; and Postcards that are photocopied, hand-stamped, computer-generated, or otherwise mechanically or digitally produced or reproduced will be ineligible.

5. Conditions of Entry: By entering this Promotion, all Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and its authorized representatives, which are final and binding in all matters concerning this Promotion. Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries received by the Sponsor during the Promotion Period will be eligible for participation. All entries become the property of Sponsor and will not be acknowledged or returned.

All requested information must be provided to participate in the Promotion and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; entries that are counterfeit, damaged, or tampered with in any way; and entries with printing, production, or typographical errors will be disqualified. Disqualified entries and entries that are late, lost, damaged, misdirected, stolen, or not delivered are not the responsibility of the Sponsor. Sponsor is not responsible if a potential winner does not receive his or her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during Promotion. Proof of sent entry and/or entry receipt (such as a copy of a "thank you" screen or message) sent by Sponsor does not constitute proof of actual receipt of entry for purposes of this Promotion.

Participation must be by the Entrant. Participation by any other individual or any entity, and/or originating at any other website, email address, or phone number, including, but not limited to, commercial promotion, subscription notification, and/or entering service sites, will be declared invalid and disqualified for this promotion. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, phone numbers, identities, registrations, and logins; entries through a sweepstakes club or similar entity; or any other unauthorized methods will void Entrant's entries and Entrant will be disqualified. Submitting mass entries or entries generated by an automated program, script, macro, or use of any other device is prohibited and will result in disqualification.

In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email address used to enter will be deemed to be the Entrant. A potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" of an email address is the natural person assigned to that email address by an Internet service provider, online service provider, or other organization (business, educational institution, etc.) responsible for assigning accounts to that email address. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be in violation of these Official Rules. Sponsor further reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion (including, but not limited to, tampering with applicable websites, email addresses, or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Promotion may be a 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.

6. Prize(s): There is 1 prize available to be won. The prize consists of a Sony Xperia Z SGP311U1 16GB, 10" Tablet. Approximate Retail Value ("ARV") of prize is \$500.

Actual value of prize may vary. No compensation or substitution will be provided for any difference in prize value. Sponsor shall in no way be responsible for any cancellations, delays, diversions, substitutions, changes in service, or any other act, omission, or result thereof, by any service provider. All prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable, or available for resale. Prizes have no cash surrender value, except where required by law. Sponsor has made no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation, or guarantee related to any prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor reserves the exclusive right to substitute a prize (or a component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason, as determined by Sponsor's sole discretion. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of any prize not specified herein as being awarded are winner's sole responsibility. Prize specific terms and conditions apply.

Any prize details not specified above will be determined by Sponsor in its sole discretion. If a winner is disqualified, not eligible, or, for any other reason, cannot accept the prize as stated, then Sponsor may randomly select a new winner from the pool of eligible Entrants. Winner may be required to submit, where legal, a completed and signed Affidavit of Eligibility, Liability, and Publicity Release ("Release") within the required time period to be eligible to receive any prize (if applicable – time period will be provided with Release).

Only the number of prizes set forth in these Official Rules will be awarded. In the event that technical or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

7. Winner Determination and Verification: Within a reasonable time after the end of the Promotion Period, one (1) potential winner will be randomly drawn from the pool of all eligible entries received. The selection of a prize winner ("Prize Drawing") is within the sole discretion of the Sponsor. If any Prize Drawing is scheduled to take place on a holiday, the drawing will be conducted the following business day.

Potential winners are subject to eligibility verification by the Sponsor, whose decisions are final and binding. **An Entrant is not a winner of any prize, even if notified of being a winner, unless and until Entrant's eligibility has been verified.**

To be verified as eligible to receive a prize, each potential winner must continue to comply with all terms and conditions, fulfill all requirements of these Official Rules, and not be disqualified for any reason. Each potential winner will be notified by phone or email (subject to Sponsor's discretion) after being randomly selected as a potential winner. If a potential winner of any prize cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection within three business days; if any notification is returned as undeliverable or yields an error or undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if the potential winner fails to sign and

return the Release or any other required documentation or fails to comply with these Official Rules; if any prize is returned as undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and forfeits the prize and an alternate will be selected.

In the event that an Entrant is disqualified for any reason, the foregoing process will be repeated with a randomly selected potential winner from the pool of remaining eligible entries until the prize is awarded or until four (4) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility after the end of the Promotion Period. If unable to verify eligibility, Sponsor will select an alternative potential winner within a reasonable time thereafter.

In any case, the final winner will be determined, and the prize will be awarded within a reasonable time after the end of the Promotion Period. A winner's list may be obtained by mailing a self-addressed, stamped envelope to Sponsor, Attn: "Nestlé® Toll House® Café by Chip® Graduation Giveaway Winner's List," at 101 W. Renner Rd., Ste. 240, Richardson, TX 75082. Limit one request per person, per household.

Odds of winning any prize depend on the number of eligible entries received.

8. Limitations of Liability: By entering this Promotion, each Entrant agrees to release, discharge, indemnify, and hold harmless Sponsor, Nestlé® Toll House®, and their respective subsidiaries, affiliates, vendors, advertising or promotional agencies, distributors, and each of their respective parent companies and each such company's officers, directors, employees, agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such individual (collectively, the "Released Parties") from and against any claim or cause of action related to this Promotion, including, but not limited to, infringement of any right of publicity or intellectual property; threatened or actual injury, loss, or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt or use or misuse of any prize. In no event will Released Parties be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential, or punitive damages arising out of this promotion. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for any restrictions or limitations regarding these limitations or exclusions.)

Entrants waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) incorrect or inaccurate information, whether caused by Entrants, any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error that may occur in the administration of the Promotion, the processing of entries, or the announcement of the winner and prize; (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion; (6) the receipt, use, or misuse of any prize; and (7) any other errors in any materials, information, or announcements associated with the Promotion. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted by Sponsor, Entrant's sole remedy is another entry in the Promotion, subject to availability and provided that Promotion has not then expired.

9. Publicity and Entry Materials: Except where prohibited, participation in the Promotion and/or acceptance of any prize constitutes winner's consent to Sponsor's use of his or her name, likeness, photograph, voice, opinions, any statement made, and/or hometown and state, for promotional or advertising purposes in any media, worldwide and in perpetuity, without further notice, payment, or consideration.

10. Right to Modify or Cancel: The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision, and, in that event, these Official Rules shall otherwise remain in effect in accordance with their terms as if the invalid provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, or any part of it, if any mistake, clerical or typographical error, omission, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor's reasonable control, impairs Sponsor's ability to properly conduct the Promotion, as determined by Sponsor in its sole discretion and subject to any law or regulation. In such event, Sponsor reserves the right, but not the obligation, to award any applicable prize by random drawing from among the eligible entries received up to the time of the cancellation, suspension, or modification of the Promotion. Inclusion in such random drawing shall be the Entrant's sole and exclusive remedy under such circumstances.

11. Disputes: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or Texas state court located in Collin County, TX; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's privacy policy which can be found at <http://nestlecafe.com/legal>. For a full list of details and official rules, see nestlecafe.com/dadsgiveaway.