## The Double Awesome Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENT OF 50 UNITED STATES AND D.C. 18 YEARS OF AGE OR OLDER WHO ENTER FROM WITHIN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA.

- 1. Eligibility: The Double Awesome Contest (the "Contest") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Nestlé USA, Ogilvy & Mather Worldwide, Inc., GSUSA, Girl Scout Councils, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.
- **2. Sponsor:** Nestlé USA, Inc., 800 N. Brand Blvd., Glendale, CA 91203. **Administrator**: HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069.
- **3.** Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **4. Timing:** The Contest begins on September 8, 2014 at 12:00 a.m. Eastern Time ("ET"), ends on October 19, 2014 at 11:59 p.m. ET (the "Contest Period"), and consists of six (6) weekly contest periods (each a "Weekly Contest Period") as set forth in the following chart.

Weekly Contest Period	Starts at 12:00 a.m. ET	Ends at 11:59 p.m. ET
1	September 8, 2014	September 14, 2014
2	September 15, 2014	September 21, 2014
3	September 22, 2014	September 28, 2014
4	September 29, 2014	October 5, 2014
5	October 6, 2014	October 12, 2014
6	October 13, 2014	October 19, 2014

Twitter Inc.'s computer is the official time-keeping device for the Contest.

- **5. How to Enter:** During the Contest Period, visit Twitter (<a href="www.twitter.com">www.twitter.com</a>) and log in or create your Twitter account ("Account"). Creating an Account is free, and is subject to Twitter's Terms of Service (<a href="https://twitter.com/tos">https://twitter.com/tos</a>). You must be a registered user of Twitter and you must comply with Twitter's Terms of Service in order to enter the Contest. Your Account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor. Then, complete the following actions:
  - (1) "Follow" @NestleNesquik on Twitter; and
  - (2) Tweet a photo of yourself enjoying a "Double Awesome" moment and include the hashtag #DblAwesomeContest (herein, your "Submission") in order to receive one (1) Contest entry into the applicable Weekly Contest Period. A Double Awesome moment is one in which you enjoy a bottle of NESQUIK® Girl Scout Cookie™ flavored milk while doing something almost as awesome and unique as the drink itself. You do not need to purchase a bottle of NESQUIK Girl Scout Cookie™ flavored milk to be entered into the Contest. Instead, print out a picture of one (1) of the flavored milk included with this document and include it in your Submission.

Non-winning Submissions will not carry over into the subsequent Weekly Contest Period. By uploading

your Submission, you agree that your Submission conforms to the Photo Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes that your Submission fails to conform to the Guidelines and Restrictions.

## Guidelines:

- The Submission must be in a format acceptable with Twitter:
- The Submission must include a bottle of NESQUIK Girl Scout Cookie<sup>™</sup> flavored milk or the official printout for the Contest; and
  - The Submission must be in English and contain the hashtag #DblAwesomeContest.

## Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- Submissions generated by script, macro or other automated means are void. Entrant must
  have permission from all individuals that appear in the Submission (if any) to use their name
  and likeness in the Submission and to grant the rights set forth herein. If requested, entrant
  must be able to provide such permissions in a form acceptable to Sponsor:
- The Submission must not disparage Sponsor, Administrator or any other person or party (as determined by Administrator in their sole discretion);
- The Submission must not contain brand names or trademarks other than those mentioned is these official rules, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
- The Submission must not contain images or artwork not created by entrant;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission cannot promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use
  of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular
  political agenda or message; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created as determined by Administrator in their sole discretion);

<u>Limit</u>: Each entrant may upload one (1) Submission per day during the Contest Period. Submissions must be original. Submissions received from any person or email address in excess of the stated limit will be void. Uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

In the event of a dispute as to any Submission, the authorized account holder of the Twitter account used to enter will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person associated with the Twitter account. Each entrant may be required to show proof of being an authorized account holder.

## 6. Winner Determination:

**a. Finalist Determination:** After the conclusion of each Weekly Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select one (1) entrant per Weekly Contest

Period with the highest-scoring Submissions (each a "Finalist") from among all eligible Submissions received during the applicable Weekly Contest Period, based on the following criteria ("Judging Criteria"):

- Creativity/Originality (33%);
- Quality of Submission (33%); and
- Fit to Contest Theme (34%)

In the event of a tie, the entrant whose Submission received the highest score for Fit to Contest Theme, as determined by the qualified judges, in their sole discretion, will be deemed the applicable Finalist. Sponsor reserves the right to select fewer than six (6) Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

- b. Grand Prize Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select one (1) Finalist with the highest-scoring Submission (the "Grand Prize Winner") from among the Finalist Submissions, based on the following criteria ("Judging Criteria"):
  - Creativity/Originality (33%);
  - Quality of Submission (33%); and
  - Fit to Contest Theme (34%)

In the event of a tie, the Finalist whose Submission received the highest score for Fit to Contest Theme, as determined by the qualified judges, in their sole discretion, will be deemed the Grand Prize Winner.

7. Winner Requirements: Limit: One (1) Finalist prize per person. Potential winners will receive a direct message from @NestleNesquik to the account used to enter the Contest on or around October 27, 2014. Except where prohibited, the potential Grand Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release, which must be received by Sponsor within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. Each potential Finalist winner will be required to provide the Sponsor a mailing address (no P.O. Boxes) for prize fulfillment purposes within five (5) business days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner cannot be contacted, fails to execute and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information, within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to a runner-up, if any, in Sponsor's sole discretion. Only three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Finalist Prizes will be fulfilled 8 – 10 weeks after end of Contest.

Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

- **8. Prizes:** ONE (1) GRAND PRIZE: Winner will have a choice between one (1) of the following four (4) trip options:
  - 1. A ski trip for two (2) to Salt Lake City, Utah. Trip package includes round trip, coach-class air transportation for two (2) from a major airport nearest winner's home (determined by Sponsor in its sole discretion) to Salt Lake City, Utah, two (2) nights' standard accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); a \$300 allowance for full-size rental car for length of stay; \$500 spending money; a \$300 voucher for two two-day passes to a nearby ski resort for winner and guest; and travel agent services. Approximate Retail Value ("ARV"): \$3,275.
  - 2. A trip for two (2) to New York City, New York. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home to one (1) of the major airports that services the New York City, New York area (departure and arrival airports determined by Sponsor in its sole discretion); two (2) nights' standard accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); two (2) New York passes (additional details can be found here: http://www.citypass.com/new-york); a \$300 allowance for transportation for length of stay (winner expected to use taxis and public transportation as allowance allows); \$500 spending money; and travel agent services. ARV: \$3,040.
  - 3. A trip for two (2) to Myrtle Beach, SC. Trip package includes round trip, coach-class air transportation for two (2) from a major airport nearest winner's home (determined by Sponsor in its sole discretion) to Myrtle Beach, SC; two (2) nights' standard accommodations at a house rental; a \$300 allowance for full-size rental car for length of stay; \$900 spending money; travel agent services, ARV: \$3.606.
  - 4. A trip for two (2) to Orlando, FL. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Orlando, FL; one-day passes to the amusement park for winner and guest; two (2) nights' standard accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); a \$300 allowance for full-size rental car for length of stay; \$800 spending money; and travel agent services. ARV: up to \$2,938.

For all Trip Options: There are inherent risks associated with some of the offered trip options. Both winner and companion will be required to sign additional waiver forms upon arrival due to the inherent dangers associated with some of the scheduled activities. If winner does not meet requirements for rental car, that portion of the prize will be forfeited in its entirety. If prize is won by a minor, prize will be awarded in the name of o parent or legal quardian. Winner must complete the trip within one (1) year from the winner notification date or prize will be forfeited and no compensation will be provided. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates and restrictions may apply. Travel must be round trip. Winner and quest must travel on same itinerary. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be eighteen (18) years of age or older as of the date of departure or a sibling/friend of winner with the appropriate parental permissions and releases and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Administrator air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Administrator's and Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not

receive difference between actual and approximate retail value.

SIX (6) FINALIST PRIZES (One (1) per Weekly Contest Period): Two (2) months' supply of 14 oz. Ready-to-Drink NESQUIK® Girl Scout Cookie<sup>TM</sup> Flavored milk awarded as four (4) cases, totaling forty-eight (48) bottles per finalist. ARV: \$96 per finalist.

<u>For all Prizes</u>: Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. <u>Limit</u>: One (1) Finalist prize per person.

- **9. Release:** By entering, entrants agree to release and hold harmless the Sponsor, Ogilvy & Mather Worldwide, Inc., Twitter Inc., Administrator and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.
- 10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) 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.
- 11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any 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 or receipt or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.
- 12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

- **13. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <a href="http://privacy.nestleusa.com/">http://privacy.nestleusa.com/</a>. If you are chosen as a winner, your information may be included in a publicly available winner list.
- **14. Winner List:** For a winner list, visit <a href="http://bit.ly/1s3Hftl">http://bit.ly/1s3Hftl</a>. The winner list will be posted after winner confirmation is complete.
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Nesdnjk. girl scouts



PER 1 CUP 14 FL 07 (414 ml)















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14 FL OZ (414 mL) 150 CALORIES









