

## The NESTLÉ TOLL HOUSE Remix the Original Contest

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.**

**Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia.**

#### **1. How to Enter.** During the Contest Period (defined below in Section 2):

- Go to **@nestletollhouse** on Instagram and become a follower of **@nestletollhouse** (“Sponsor’s Instagram Account”) (if not already);
- Post a single comment (“Comment”) in response to Sponsor’s Contest post (“Sponsor’s Contest Post”), which asks entrants to submit their idea (“Recipe Idea”) as to how they would use NESTLÉ TOLL HOUSE morsels in a recipe (“Theme”) in accordance with the following steps:
  - Include “My contest entry:” at the beginning of your Comment;
  - Post your Recipe Idea and a brief overview of your Recipe Idea and the ingredients included in your Recipe Idea; and
  - Tag a friend in your Comment.

You must have an Instagram account to enter the Contest. If you do not have an Instagram account you may create an account at [www.instagram.com](http://www.instagram.com) or download the app through the application store on your mobile device. It is free to create an Instagram account. The Instagram app is free.

All entry information, Recipe Ideas, Comments, and posts shall be collectively referred to herein as the “Submissions” or each as a “Submission.” Submissions must comply with the Guidelines and Restrictions defined below.

**Limit one (1) Submission per person/Instagram account.** Entrants are not permitted to submit a Submission more than once during the Contest Period. Duplicate Submissions by the same person will be subject to disqualification. **Please note: past experiences have confirmed that contests and other competitions that require a Recipe Idea or Submission as part of the entry process generate substantially similar Recipe Ideas or Submissions which closely resemble concepts and ideas that have been independently developed by other Contest entrants and/or by Released Entities (defined below) before or after the Contest. Accordingly, Contest**

**entrants may see a Recipe Idea or Submission, submitted by a different Contest entrant, that includes identical ingredients and/or materials as contained in their Recipe Idea or Submission. Additionally, entrants may subsequently see a Released Entity presentation which seemingly incorporates a Recipe Idea or concept or includes materials similar to concepts or materials contained in their Submission. Any similarity is purely coincidental and unavoidable in light of the volume of ideas which Released Entities routinely consider in the course of product development. In the event that two (2) or more entrants submit an identical Recipe Idea or Submission, only the first Recipe Idea or Submission received, as determined by Sponsor in its sole discretion, will be considered and all subsequent identical Recipe Ideas or Submissions will be disqualified.**

Standard data fees may apply if entering the Contest using your mobile device. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier. You should also check your device's features for capabilities and check the device manual for specific use instructions.

**By entering, each entrant warrants and represents the following with respect to entrant's Submission: (a) entrant is the sole and exclusive owner of the Submission; and (b) the Submission will not infringe on any rights of any third parties.**

By providing a Submission, entrant grants Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, share, distribute, tweet, retweet, post, repost, reproduce, publish, modify, create derivative works from, and display the Submission in whole or in part, on a worldwide basis, in perpetuity, and to incorporate the Submission into other works, in any form, media or technology now known or later developed, including, but not limited to, on any and all Internet media, including Sponsor's web sites and social media sites and email marketing, for any legal purpose whatsoever, including for advertising, promotional and marketing purposes.

All terms and conditions of Instagram.com apply. Multiple entrants are not permitted to share the same Instagram account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different Instagram accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any Instagram account, the authorized account holder of the email address used to register on the account will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential Quarter Finalist (as defined below) and the potential winner may be required to show proof of being the authorized account holder.

All entries become the sole and exclusive property of the Sponsor and receipt of Recipe Ideas or Submissions will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Contest Entry Start/End Dates.** Contest entry period begins at 10:00:01 am Eastern Time (“ET”) on May 15, 2020 and ends at 11:59:59 pm ET on May 20, 2020 (“Contest Period”).

**3. Eligibility.** Participation open only 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 time of entry and have a valid Instagram account. Employees of Nestlé USA, Inc. ("Sponsor") or any of their respective affiliates, subsidiaries, advertising or promotion agencies, or any other company or individual involved with the design, production execution or distribution of the Contest (collectively with Sponsor, the "Contest Entities") and their immediate family (spouse, parents and step-parents, siblings and step- siblings, and children and step-children) and household members of each such employee are not eligible to enter or win. The Contest is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Void where prohibited, taxed or restricted by law. All federal, state and local laws and regulations apply.

**4. Submission Guidelines and Content Restrictions:** By entering the Contest, each entrant agrees that entrant’s Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant or Submission from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Guidelines and Restrictions.

**Submission Guidelines:**

- The Submission must include in a single Comment: “My contest entry:” at the beginning of entrant’s Comment, as well as entrant’s Recipe Idea and a brief overview of the Recipe Idea and the ingredients included in entrant’s Recipe Idea, and must tag entrant’s friend;
- Recipe Idea ingredients must include NESTLÉ TOLL HOUSE morsels; and
- The Submission must be primarily in English.

**Content Restrictions:**

- The Submission must be original, unpublished, created solely by the entrant, and must not have been submitted in any other competition.
- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- 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 must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Released Entities arising out of any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Contest.

**5. Independently Developed Submissions.** Each entrant understands and agrees that Sponsor's use in matters independently developed of material similar to or identical with the Submission or containing features, ideas or elements similar to or identical with those contained in the Submission will not obligate Sponsor to negotiate with entrant, nor will it entitle entrant to any compensation of any kind. Each entrant agrees and acknowledges that nothing herein shall preclude Sponsor from using any material in or similar to the Submission without any obligation toward the entrant, including, but not limited to, if Sponsor has an independent legal right to use such other material, including without limitation, because such features or elements were not new or novel, or were not originated by entrant, or were or may hereafter be independently created by or submitted to Sponsor.

**6. Quarter Finalist Judging Panel/Judging Criteria.** On or about May 21, 2020, all eligible Submissions will be judged by Sponsor, including the Head Pastry Chef at Nestlé. All Submissions will be judged based on the following equally-weighted judging criteria ("Judging Criteria"): (a) Originality, (b) Achievability, (c) Appetite Appeal, and (d) Use of NESTLÉ TOLL HOUSE MORSELS. The top eight (8) Submissions with the highest scores based on the Judging Criteria (each a "Quarter Finalist") will participate in the Public Voting Round (subject to verification of eligibility and compliance with these Official Rules). In the event of a tie, the highest score in the **Originality** criteria (above) will determine the Quarter Finalist(s) (subject to verification of eligibility and compliance with these Official Rules).

On or about May 21, 2020, Sponsor or Sponsor's representative will contact the eight (8) potential Quarter Finalists via Instagram to verify their eligibility and obtain their consent to participate in the Public Voting Round described below. Each potential Quarter Finalist will have until at 12:00:00 pm (noon) ET on May 22, 2020 to respond to Sponsor's message. If a potential Quarter Finalist does not respond in the time frame provided by Sponsor or its representative, potential Quarter Finalist's spot in the Public Voting Round will be forfeited and awarded to the Submission with the next highest score based on the Judging Criteria (time permitting). Sponsor has the right to select fewer than eight (8) Quarter Finalists (or no Quarter Finalists at all) for any reason,

including if, in its sole discretion, Sponsor did not receive a sufficient number of eligible and qualified Submissions during the Contest Period.

**7. Public Voting Submissions/Public Voting.** The eight (8) Quarter Finalists will be featured in Sponsor’s Instagram stories @nestletollhouse to be voted on by the public during the public voting period (“Public Voting Period”), which begins on May 26, 2020 at **12:00:00** pm ET (noon) and ends on May 28, 2020 at **4:59:59 pm** ET (the "Public Voting Period"). Voters should vote for a Public Voting Round Submission based on the following public voting criteria (“Public Voting Criteria”): *The Submission voter most wants to see made into an official Nestlé Toll House recipe.*

- On May 26, 2020, the eight (8) Quarter Finalists will be included in brackets based on their highest score in the Judging Criteria and will face off in their bracket against another Quarter Finalist in a single-elimination Public Voting Instagram story. The Quarter Finalist with the highest number of votes will move on to the Semi-Finalist Round (each a “Semi Finalist”). Limit one (1) vote per person/Instagram profile for each Quarter Finalist round. In the event of a tie, the tied Quarter Finalist Submissions will be judged by the Head Pastry Chef at Nestlé using the Public Judging Criteria described above. The Quarter Finalist in each bracket with the highest score based on the Public Voting Judging Criteria will participate in the Semi Finalist round of Public Voting.
- On May 27, 2020, the four (4) Semi Finalists will face off in their respective brackets against another Semi Finalist in a single-elimination Public Voting Instagram story. The Semi Finalist with the highest number of votes will move on to the Finalist Round (each a “Finalist”). Limit one (1) vote per person/Instagram profile for each Semi Finalist round. In the event of a tie, the tied Semi Finalist Submissions will be judged by the Head Pastry Chef at Nestlé using the Public Judging Criteria described above. The Semi Finalist with the highest score in each bracket based on the Public Judging Criteria will participate in the Finalist round of Public Voting.
- On May 28, 2020, the two (2) Finalists will face off against each other in a single-elimination Public Voting Instagram story. The Finalist with the highest number of votes will be deemed the Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. Limit one (1) vote per person/Instagram profile for the Finalist round. In the event of a tie, the Finalist Submissions will be judged by the Head Pastry Chef at Nestlé using the Public Judging Criteria described above. The Finalist with the highest score based on the Public Judging Criteria will be deemed the Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules.

Multiple voters are not permitted to share the same account or email address. Any attempt by any voter to submit more than the stated number of votes by using multiple/different email addresses, identities or any other method will void that voter’s vote. The use of robotic or automatic devices for voting is prohibited, and Sponsor reserves the right to nullify any and all such votes and to disqualify from voting the responsible individual. Entrants are prohibited from

obtaining votes by any fraudulent or inappropriate means, including engaging in vote-farming or vote-exchanges or offering prizes or other inducements to members of public, as determined by Sponsor, in its sole discretion and Sponsor reserves the right to nullify any and all such votes and to disqualify from Contest the responsible entrant.

**7. Grand Prize.** One (1) Grand Prize winner will have his or her Recipe Idea made into a recipe by the Head Pastry Chef at Nestlé, to be posted to Sponsor's Very Best Baking website, located at <https://www.verybestbaking.com/>. Grand Prize winner will receive credit for the Recipe Idea on Sponsor's Very Best Baking website. In addition, Grand Prize winner will receive a year's supply of NESTLÉ TOLL HOUSE morsels (24 bags) and a baker's prize package, which shall consist of a hand mixer, measuring cups and other baking goods at the discretion of Sponsor. Approximate retail value ("ARV") of Grand Prize: \$250.00.

**As a condition of winning the Grand Prize, potential Grand Prize winner must agree that Sponsor will own potential winner's Submission (including Recipe Idea) and potential Grand Prize winner must agree to sign any agreements requested by Sponsor, including any rights transfer and/or assignment agreement requested by Sponsor. For sake of clarity, the winning Submission will be owned by the Sponsor, which has the right to use, cut, edit, adapt, modify, reformat, rearrange, combine with other materials, post, copy, distribute and exploit such Submission and all elements embodied therein, in any and all media now known or hereafter devised worldwide, in perpetuity, for advertising, promotional, marketing, trade and other purposes, without further compensation, notification or permission.**

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winner.

**8. Notification.** Potential Grand Prize winner ("winner") will be notified by a direct message on or about May 29, 2020. Potential winner will be required to email Sponsor within two (2) calendar days in order to claim his or her prize. Potential winner may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document within five (5) calendar days of receipt. If any potential winner is considered a minor in his/her jurisdiction of residence, Affidavit or Declaration of Eligibility, Liability/Publicity and rights transfer document must be signed by his/her parent or legal guardian. If potential winner cannot be contacted within two (2) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, if potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such prize will be forfeited and may be awarded to the Finalist who received the second highest number of votes in the Finalists round of Public Voting. Upon prize forfeiture, no compensation will be given.

**9. Conditions.** BY PARTICIPATING, ENTRANTS AND WINNERS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, INSTAGRAM AND THEIR ADVERTISING AND PROMOTIONS AGENCIES AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNS, EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY,

“RELEASED ENTITIES”), FROM ANY AND ALL LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH, PREPARATION FOR, TRAVEL TO, OR PARTICIPATION IN CONTEST, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF PRIZE OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, INVASION OF PRIVACY, COPYRIGHT INFRINGEMENT, TRADEMARK INFRINGEMENT OR ANY OTHER INTELLECTUAL PROPERTY-RELATED CAUSE OF ACTION. Any and all federal, state and local taxes are the sole responsibility of the winner. Participation in Contest and acceptance of prize constitutes each winner’s permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

**10. Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one’s ability to enter the Contest, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor may select the Quarter Finalists, Semi Finalists, Finalists and winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or web site. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**11. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND/OR USE OF ANY SITES ASSOCIATED WITH THE CONTEST, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY SITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**12. GOVERNING LAW/JURISDICTION.** ALL ISSUES AND CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR OR ADMINISTRATOR OR ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

**13. Venue.** By participating in this Contest, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Released Entities relating to, arising out of or connected in any way with (i) the Contest, (ii) the awarding or redemption of any prize, and/or (iii) the determination of the scope or applicability of this agreement, will be resolved individually and exclusively in the courts of the Commonwealth of Virginia.

**14. Use of Data.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review Sponsor's privacy policy at <http://privacy.nestleusa.com/> as applicable. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**15. Contest Winners Request.** For the Contest Winner's name (available after June 1, 2020), send a request via a direct message to @nestletollhouse on Instagram.

**16. Sponsor:** NESTLÉ USA, Inc. 1812 N. Moore Street, Arlington, VA 22209.