

OFFICIAL RULES (REVISED) – Häagen-Dazs Mural Contest

REVISION SUMMARY: In accordance with Section 5 of these Rules. Sponsor has modified these Official Rules as follows: The Contest Entry Period has been extended by one month, to better coordinate the Contest with the academic calendars of the several Art Schools. The intellectual property rights of Contestants have been increased as compared to the original of these Official Rules by reducing the period during which Sponsor may acquire Original Art, by not mandating that a non-winning Contestant sell Original Art to Sponsor, and by reverting certain intellectual property rights to the respective non-winning Contestant in those instances in which Shoppe Company does not purchase the Original Art.

1. Sponsor: The Häagen-Dazs Mural Contest (the “Contest”) sponsor is The Häagen-Dazs Shoppe Company, Inc. (the “Sponsor”), having its principal place of business at 500 Washington Avenue South, Suite 2040, Minneapolis, MN 55415. Sponsor is the franchisor of Häagen-Dazs® ice cream shops in the United States (50 states and District of Columbia).

2. The Contest: Sponsor is seeking artwork submissions (each an “Entry”) capturing the essence of the Häagen-Dazs® brand. Sponsor will select five winning Entries, with one “School Winning Entry” being selected from among all of the eligible Entries received from Contestants enrolled in the same Art School. Sponsor will further select one School Winning Entry to be the “Grand Prize Entry.” If no Entry is received from a particular Art School, the School Winning Entry contemplated with respect to that particular Art School will not be awarded. Sponsor intends, but shall have no obligation, to create a mural replicating the Grand Prize Entry, for display in Häagen-Dazs Shops. If Sponsor displays the mural in any Häagen-Dazs Shops, then Sponsor intends that the mural will be displayed so as to provide creative attribution to the Contestant who created the Grand Prize Entry.

3. Contest Entry Period: The contest entry period commences at 12:01 a.m. (CST) on June 15, 2012 and ends at 11:59 p.m. (CST) ~~September~~ **October** 15, 2012 (the “Entry Period”).

4. Eligibility: The Contest is not open to the general public. This Contest is only open to students currently enrolled in one of the five academic institutions (each an “Art School”) listed below; and who are 18 years of age or older at time of Entry; and who comply with these Rules.

- The Arts Institutes International Minneapolis
- NY Parsons School of Design
- Art Institute of Chicago
- Miami International University of Arts & Design
- California Institute of Arts

Finalist selection is subject to the prospective finalist proving eligibility, and providing information reasonably required by Sponsor in furtherance of the Contest (collectively the “Verification Information”). If any finalist cannot furnish Verification Information within 7 calendar days after a request made by Sponsor, directed to the email address provided by Contestant at the time of submitting an Entry, then that finalist may be eliminated from consideration, and, at Sponsor’s discretion, an alternate finalist may be chosen from among all remaining eligible Entries received. The Contest is not open to employees of Sponsor, its affiliates, marketing agencies, or their respective immediate families and household members.

By submitting an Entry in the Contest, Contestant warrants and represents that Contestant’s Entry conforms to the Entry requirements set forth in these Official Rules. Other than as expressly contemplated by these Rules, Entries may not include any: (a) copyrighted works; (b) false or defamatory statements about any person or any third party; (c) third party trademarks; (d) the likeness of any actual living or deceased person; (e) profanity, nudity, depictions of violence,

threatening language, inappropriate, indecent, harmful, discriminatory, or obscene content as determined by Sponsor, in its sole and absolute discretion. All Entries must be in keeping with Sponsor's image, as determined by Sponsor in its sole and absolute discretion.

By submitting an Entry, Contestant warrants and represents that Contestant is the sole artistic creator of the Entry and the Artistic Work (as defined below).

5. Original Art and Entry Submission Requirements: Original Art should be 18 inches wide by 12 inches tall, in order to permit scaling to a considerably larger size (up to 12 feet x 8 feet). Each Entry must be no more than 5MB in size, and in one of the following file formats: .ai (Adobe Illustrator), .psd (Adobe Photoshop) or .eps (Encapsulated Post Script).

By entering, Contestant agrees that if the Contestant's Entry is selected as the Grand Prize Entry, then Contestant will reasonably cooperate with Sponsor to enable Sponsor to, at Sponsor's costs, recreate the Artistic Works (as defined below) at a size sufficient, as determined by Sponsor, for use as a wall mural.

Each Entry must be submitted with a completed on-line Contestant application and release form (a "Release"), containing the Contestant's full legal name, home address, email address and telephone number at which Contestant can be contacted; and containing such other information as Sponsor determines appropriate consistent with these Rules. Finalists may also be required to provide a manually or electronic verified signed written Release.

If, for any reason, the Contest is not capable of running as planned, including tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest or for any reason Sponsor deems it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, delay or suspend the Contest, or any portion thereof, due to any reason of a technical, creative or other nature. If Sponsor chooses to suspend, modify or terminate the Contest or portion(s) thereof, Entrants may be disqualified without any further obligation of Sponsor. Entries that have been tampered with or altered are void.

6. To Enter: To submit an Entry, go to haagendazsshops.force.com/muralcontest, complete the on-line entry form and upload a photo of the original artistic work (the "Original Art") or if the Original Art is in a digital medium, a scaled digital copy of the Work meeting the criteria described below. Each Original Art must be the creative work of only the Contestant submitting the Entry. Each Contestant may submit as many Entries as that Contestant would like to submit. Except as expressly described in these Rules, each and every Entry will become the sole and exclusive property of Sponsor immediately upon submission. Sponsor has no obligation to acknowledge any non-winning Entry.

Due to copyright and other intellectual property issues, an Entry may not be a derivative work embodying or depicting any art or other intellectual property, other than the Häagen-Dazs logo. An entry may include an artistic representation of the Häagen-Dazs logo; provided that nothing in these Rules may be construed as permitting any Contestant to use the Häagen-Dazs logo other than as part of the Original Art.

Sponsor is not responsible for lost, stolen, illegible, unreadable, misdirected or late Entries, or Entry information that is incorrect or inaccurate due to human or machine error. With respect to any website or Entry, Sponsor assumes no responsibility for computer system, phone or communications line, hardware, software or program malfunctions or other errors, failures of any kinds, delayed computer transmissions or network connections that are human or technical in nature.

All Entries become the property of Sponsor immediately upon submission, and will not be returned.

7. Express Assignment of Creative Works; Contestant's Personal Use. By submitting an Entry, irrespective of whether than Entry is selected as a School Winning Entry, Contestant shall and does immediately upon submission assign all right title and interest to the Entry and the copyright in the Original Art to Sponsor. Without limiting the foregoing, upon submission of an Entry:

- a. All ideas, concepts, creative materials and/or any other related tangible or intangible property, forming the Original Art and the Entry (collectively the "Artistic Works") shall become the exclusive property of H.D.I.P., Inc. Sponsor and immediately licensed thereby to Sponsor, shall be considered "works for hire" under U.S. Copyright Law.
- b. To the extent any element, aspect, or part of the Artistic Works is not a "work for hire" as defined by U.S. Copyright Law, then any and all copyright ownership claims in and to that element, aspect or part of the Artistic Works that Contestant may raise are hereby assigned, transferred and granted to Sponsor.
- c. Without compensating a Contestant beyond any compensation expressly contemplated by these Rules, Sponsor shall have an unlimited, perpetual, royalty-free right, world-wide right to use all, any portion of, or any derivation of the Artistic Works for any purpose, including without limitation, any commercial purpose, whatsoever, and may at its election assign copyright ownership of the Artistic Works to H.D.I.P., Inc. Such unlimited and perpetual use rights shall extend to any geographic location and any communication medium, including but not limited to print, radio, television, internet or any other medium existing today or developed in the future.

Except as expressly contemplated by these Rules, under no circumstances shall Contestant do or permit anyone to use, display, disseminate, alter, make any derivative work incorporating, depicting or otherwise using all or any part of the Artistic Work.

Without limiting the foregoing, Submission of an Entry grants Sponsor, its parent and affiliate entities and their respective agents an unlimited, worldwide, perpetual license and right to publish, use, modify, edit, adapt, copy, exploit, and publicly display the Entry in any way, in any and all media, without limitation, and without consideration or acknowledgement to the Entrant. Sponsor reserves the right to modify or edit any Entry, in whole or in part, for content, clarity, or any other reason, and each Entrant waives any and all moral rights under the copyright laws of the United States respecting Contestant's Entry.

Unless Sponsor purchases the Original Art, as described by these Rules, through December 31, 2012, Contestant will retain ownership of the Original Art, but not the copyright in and to the Original Art, and accordingly Contestant shall not publish, or duplicate the Original Art whole or in part, nor make any derivative work incorporating all or any part of the Original Art; except to the limited extent expressly permitted by these Rules. Contestant may include a photograph of the Original Art as part of Contestant's personal artwork portfolio used for Contestant's own educational and career purposes, and may provide a photographs or digital images of the Original Art to the Art School attended by the Contestant, provided that nothing herein shall be construed as granting the Art School the right to publish any depiction of the Original Art. On January 1, 2013, unless Sponsor has purchased the Original Art or the Original Art was a School Winning Entry or the Grand Prize Entry, the copyrights in and to the Original Art shall revert back to the Contestant, provided that Contestant shall not make any commercial use of the copyrights in and to the Original Art containing the Häagen-Dazs logo, provided further however that nothing herein shall prevent the Contestant from exploiting Contestant's copyrights with respect to the

Original Art after it has been modified so as to remove each and every depiction of the Häagen-Dazs logo.

8. Sponsor's Right to Acquire Original Art. By submitting an Entry, **except as noted below,** Contestant is agreeing and bound, at the election of Sponsor, to sell the Original Art to Sponsor at any time ~~during or within one year following the Entry Period~~ **prior to December 31, 2012,** for exactly one-hundred dollars (\$100.00); provided that Sponsor shall be responsible for the reasonable costs of properly packing and shipping the Original Art to Sponsor. **Notwithstanding the foregoing, unless the Entry was a School Winning Entry, or the Grand Prize Entry, Sponsor will allow the Contestant to decline to sell the Original Art to Sponsor.**

Completed Entries that are created and received within the above-mentioned guidelines shall collectively be referred to herein as the "Eligible Entries." Entries that are not Original Art of the Entrant and/or illegible or incomplete Application forms will not be accepted. Sponsor reserves the right to reject any Entries that it deems, in its sole discretion, to violate any of the policies of the Sponsor's customary standards and practices.

9. Winner Selection: Based on the judging criteria set forth below. Entries will be judged by contest judges selected by Sponsor or its affiliates, which contest judges may be persons employed by Sponsor or its affiliates. Judging may be in stages, such that the same contest judges may only see a portion of all eligible entries. Each eligible Entry will be judged on creativity (50%), originality (25%), and portrayal of the Häagen-Dazs brand essence (25%).

10. Winner Notification: The Finalists and their respective Art Schools will be notified by phone and/or email. By entering, Contestant releases Sponsor, and its parent companies, affiliates, agents, advertising and promotion agencies, and their respective employees, officers, directors and shareholders (collectively, the "Released Parties"), from and against all claims and damages arising in connection with each Entrant's participation and/or Entry in the Contest and/or their receipt or use of any prize awarded in the Contest. Prize winners must sign a release of the Released Parties from any and all liability, claims, demands, and causes of action for personal injury and/or damage, theft, or loss suffered in connection with this promotion or the use or acceptance of any prize or any portion thereof to be eligible for the prizes.

11. Prize: The Contestant who submitted the Grand Prize Entry will receive one-thousand dollars (\$1,000.00). Each Contestant who submitted a School Winning Entry, except the Grand Prize Entry, will receive five-hundred dollars (\$500.00). All Federal, state and local taxes, and insurance costs, if any, related to the prize are the responsibility of the Winner. No Prize is transferable.

12. All Sponsor Decisions are Final. All interpretations of these Rules and decisions by Sponsor (including those delegated to judges) are final. Sponsor reserves the right, in its sole discretion, to disqualify any Contestant it finds or believes to be tampering with the Entry process or the operation of the Contest; to be acting in violation of these Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. By submitting an Entry, Entrant agrees that any legal dispute respecting any Entry, the Contest, or these Official Rules shall be determined by the state or federal court having jurisdiction within Hennepin County, Minnesota.

13. Winner's List. The Häagen-Dazs Shoppe Company, Inc. will provide a winner's list to a faculty representative from each of the five Art Schools. A copy of the winners list will also be provided, upon request to Contestants and faculty members who, within 90 days after the Entry Period, send a SASE after to: The Häagen-Dazs Shoppe Company, Inc. at 500 Washington Avenue South, Suite 2040, Minneapolis, MN 55415.