

**Tollhouse's 12 Days of Peanuts Twitter Sweepstakes
Official Rules**

NO PURCHASE NECESSARY.

PURCHASE WILL NOT IMPROVE CHANCES OF WINNING

1. **Eligibility:** Open and offered only to legal residents of the 50 United States and District of Columbia who are 18 years of age or older (or 19 for residents of AL or NE). Employees and non-employee workers of Nestle USA ("Sponsor"), Brandmovers Inc. ("Administrator"), Warner Bros. Home Entertainment, Inc., Geometry Global, Sift, Resource/Ammirati, and Lippe Taylor and their respective subsidiaries and affiliated companies, advertising, promotion or production agencies (collectively, "Sweepstakes Entities"), and their immediate family members or individuals residing in their same household, are not eligible to participate or enter. Void where prohibited.
2. **Sweepstakes Period:** The Tollhouse's 12 Days of Peanuts Twitter Sweepstakes ("Sweepstakes") begins on December 12, 2014 when the first Trivia Question (as defined in Section #4 below) is Tweeted out and ends on December 24, 2014 at 11:59:59 PM ET (the "Sweepstakes Period"). The Sweepstakes Period will be broken out into twelve (12) daily entry periods that each begin when the Trivia Question is Tweeted out each day and end at 11:59:59 p.m. ET that same day (each, a "Daily Entry Pool"). The Website (defined below) clock is the official timekeeper for this Sweepstakes.
3. **Agreement to Official Rules:** Participation in this Sweepstakes 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 Sweepstakes. Winning the prize is contingent upon fulfilling all requirements set forth herein.
4. **How to Enter:** To enter, follow **@nestletollhouse** on Twitter, <https://twitter.com/nestletollhouse> ("Website"). Then, each day during the Sweepstakes Period, watch for the *Tollhouse's 12 Days of Peanut's* trivia question to be Tweeted out ("Trivia Question"). Upon seeing the Trivia Question, Tweet an answer using **#TollhousePeanutsTrivia** AND **#entry** for one (1) entry ("Entry" or "Entries") into the daily random drawing. Limit one (1) entry per person/household per Daily Entry Pool.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Twitter®. By entering, you are providing the information to Sponsor, and not to Twitter®. Further, Warner Bros. Home Entertainment, Inc., is in no way involved in the creation, execution, administration, sponsorship or fulfillment of the Sweepstakes.

PLEASE NOTE: Entrants must adjust their Twitter account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their Twitter account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Twitter account settings so that messages can be

sent by Sponsor. An entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Twitter account settings, shall be entrant's, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their Twitter account settings accordingly. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct message ("Direct Message") via entrant's Twitter account to administer and fulfill this Sweepstakes.

5. **Random Drawings:** At or about the business day following each Daily Entry Pool, one (1) Daily Prize winner will be selected from among all eligible entries received in that Daily Entry Pool, for a total of twelve (12) Daily Prize winners. Random drawings will be conducted by a third party administrator on behalf of the Sponsor. Odds of winning depend on the number of entries received in each Daily Entry Pool. All non-winning entries from any Daily Entry Pool will NOT be carried over to subsequent Daily Entry Pools. Winners will be notified by Sponsor (or the Administrator on behalf of Sponsor) via a comment/reply to their original Entry comment/post with # **TollhousePeanutsTrivia** AND #**entry** the day of each random drawing. Failure to respond to notification within 24 hours will be deemed forfeiture of the Daily Prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting. Sponsor is not responsible for messages/emails that are undeliverable to potential Daily Prize winner's email address associated with his/her Twitter account.
6. **Prizes & Approximate Retail Values ("ARV"): Twelve (12) Daily Prizes** (one (1) per Daily Entry Pool) – "A Charlie Brown Christmas" DVD. ARV: \$11.99 each. Total ARV of all prizes is \$143.88. Winners may not substitute or transfer prizes but the Sponsor reserves the right to substitute prize or any portion thereof with prizes of equal or greater value. Winner is responsible for all applicable federal, state and local taxes. Prize consists of only those items specifically listed as part of the prize.
7. **Entry Conditions and Release:** By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sweepstakes Entities and Twitter from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, participation in the Sweepstakes, and acceptance or use or misuse of prize; and (c) indemnify, defend and hold harmless the Sweepstakes Entities, Warner Bros. Home Entertainment, Inc., and Twitter, including their parents and affiliates, from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

- 8. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason whatsoever, including, without limitation, fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select the winner via random drawing(s) from all eligible, non-suspect entries received as of the event giving rise to the termination. Inclusion in such judging shall be each entrant's sole and exclusive remedy under such circumstances. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes 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. Only the type and quantity of prizes described in these Official Rules will be awarded. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 9. Limitations of Liability:** The Sweepstakes Entities as set forth above, and including but not limited to Warner Bros. Home Entertainment, Inc. and its parent and affiliates, are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) 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 Sweepstakes or receipt or use or misuse of any Prize. If for any reason an entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold judging from among all eligible entries received up to the date of discontinuance for any or all of the Prizes offered herein. Entrant further agrees and acknowledges that Sponsor reserves the right to forfeit or award any unclaimed or leftover Prize at its sole discretion.

10. Disputes/Governing Law: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, other than those concerning the administration of the Sweepstakes or the determination of winner or for any disputes arising from the loss or injury from the participation in a Prize, shall be resolved individually, without resort to any form of class action; (ii) any disputes arising out of these Official Rules (except for any disputes arising from the loss or injury from the use of Prizes) shall be submitted to final, binding arbitration conducted in Los Angeles County under the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services Inc. before a single, neutral arbitrator who is a former or retired California state or federal court judge with experience in entertainment matters who shall follow California law and the Federal Rules of Evidence and have no authority to award punitive damages. Either party may enforce a final arbitration award in any court of competent jurisdiction in Los Angeles County, including an award of costs, fees and expenses incurred in enforcing the award. Notwithstanding the foregoing, Sweepstakes Entities shall be entitled to seek injunctive relief (unless otherwise precluded by any other provision of these Official Rules) in the state and federal courts of Los Angeles County. Any dispute or portion thereof, or any claim for a particular form of relief (not otherwise precluded by any other provision of these Official Rules), that may not be arbitrated pursuant to applicable state or federal law may be heard only in a court of competent jurisdiction in Los Angeles County.; (iii) any and all claims, judgments and awards shall be limited to actual out-of- pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

11. Sweepstakes Winners: For the Contest Winners' names (available after January 31, 2015), send a hand-printed, self-addressed, stamped envelope by February 9, 2014 to: Winners List, Tollhouse's 12 Days of Peanuts Twitter Sweepstakes, Brandmovers, Inc., 590 Means Street, Suite 250, Atlanta, GA 30318. Residents of Vermont residents omit postage.

12. Official Rules: For a copy of these Official Rules visit <http://share.brandmovers.co/Tollhouse.pdf> or see @nestletollhouse Twitter Page during the Sweepstakes Period.

13. Sponsor: NESTLE USA, 800 N BRAND BLVD, GLENDALE, CA, 91203-1245