



Girl Scout Cookiegram Instagram Photo Sweepstakes Official Rules ("Official Rules")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS Sweepstakes.

A PURCHASE OR PAYMENT WILL NOT INCREASE OR IMPROVE CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Sweepstakes DESCRIPTION:

The Girl Scout Cookiegram Instagram Photo Sweepstakes ("Sweepstakes"), sponsored by the Girl Scouts of the United States of America ("Sponsor"), allows eligible individuals ("Entrants") to submit a creative photo of or with their favorite Girl Scout Cookie through the Instagram smartphone application using the #qscookiegram hashtag and @girlscouts username to enter a user generated photo gallery. The Sponsor will select one random winner per week from the photos submitted to the photo gallery who have complied with all of the terms and conditions of these Official Rules ("the Prize Winner"). This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram

2. SWEEPSTAKES PERIOD:

Entry into the Sweepstakes by submitting a photo starts on February 26th, 2016 at 12:00 a.m. ET and ends on March 25, 2016 at 11:59 p.m. ET ("Promotional Period"). The Sponsor's clock is the official clock and sole determinant for the purposes of a valid vote in the Sweepstakes.

3. ELIGIBILITY:

The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia, and Puerto Rico who are thirteen (13) years or older as of the date of entry. The Sweepstakes is void where prohibited by law. The Sweepstakes is not open to any employees, directors, or officers of the Sponsor or of Sponsor's parent companies, subsidiaries, or affiliated councils, and the immediate family members (defined as spouse, parent, child, sibling, and their respective spouses, regardless of where they live) and household members (whether related or not) of such employees.

4. HOW TO ENTER:

TO ENTER INTO THE SWEEPSTAKES, ENTRANTS MUST:

- Follow @Girlscouts on Instagram.
- Upload a creative photo of/with a Girl Scout Cookie to Instagram using the #qscookiegram hashtag and @girlscouts username. ("Submission Photograph")
- Entrants are limited to submitting one Submission Photograph per 24-hour period.

Any other attempted form of online entry is void and will not be accepted. Submission Photographs that in the Sponsor's sole discretion are deemed to be obscene, indecent, or inappropriate may be disqualified and removed from the pool of eligible entries. Entrant, or anyone acting on behalf of Entrant, may not offer prizes, awards, gifts, money or consideration of any kind in exchange for votes in the Sweepstakes, and Sponsor reserves the right to disqualify any Entrant it believes, in Sponsor's sole discretion, to be engaging in such activity. Any use of automatic, programmed, or like methods of entry (e.g. bots or scripts) will void all submissions by such methods.

5. SUBMISSION PHOTOGRAPH GUIDELINES:

Submission Photographs must be the original work of the Entrant, must not have won previous awards, must not have been published previously, must not infringe upon any third party's rights, and must be suitable for publication (i.e. not obscene or indecent). Entrants agree not to submit any photos in which another owns any copyright, trademark, patent, trade secret, moral right, or other proprietary right (or where a recognizable product that is protectable by copyright or trademark appears). Such entries shall not be eligible to win this contest. If the photograph includes a person other than the Entrant (or any other material or elements that are not owned by the Entrant and/or that are subject to rights of third parties), then Entrant is responsible for obtaining any and all releases and consents necessary to permit the exhibition and use of the Submission Photograph in the manner set forth in these Official Rules, authorizing use of the photograph in Sponsor's promotional materials to feature the winning entry, without compensation, permission, or notification, unless prohibited by law. All written releases so obtained by an Entrant must be provided to Sponsor, in the form provided by Sponsor. An Entrant who is selected as the potential Sweepstakes winner shall not be named the Sweepstakes winner unless and until all such releases have been provided to the Sponsor.

5. WINNER DETERMINATION:

A weekly prize winner will be selected at random by the Sponsor from among the eligible Entrants at 5 p.m. Friday during the Promotional Period. The odds of winning depend on the number of eligible entries received. The winner will be selected once per week from February 26, 2016 to March 25, 2016. Winner will be notified by via Instagram direct message within one (4) days of the drawing. The randomly selected Entrant will have five (5) business days to claim their Prize with a written response to the direct message sent by @girlscouts. If the Entrant does not claim their prize within five (5) business days, a new Prize Winner will be selected at random by the Sponsor from among the eligible Entrants.

5. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):

There will be four (4) winners, receiving one (1) case of Girl Scout Cookies of his or her choice (the "Prize"). The approximate retail value ("ARV") of the Prize is approximately \$64.00. Please allow (4) weeks for delivery. Certain Girl Scout cookies are not distributed in all areas of the United States. The Sweepstakes Prize Winner's choice will be contingent upon market availability. The Prize is also subject to availability and the Sponsor reserves the right to substitute a prize of equal or greater value in its sole discretion. The Prize is not transferable, assignable or redeemable for cash. The Prize is limited to that specified above; all other unspecified costs, fees, and expenses associated with the Prize award, receipt, and use are solely the responsibility of the Prize Winner. Any and all federal, state and local taxes on the Prize, if any, are the sole responsibility of the Prize Winner.

6. OFFICIAL CLOCK AND USE OF INTERNET:

Sponsor's computer will be the official clock for the Sweepstakes. Sponsor and its respective parent companies, subsidiaries, and affiliates, and their respective advertising, promotion, or production agencies are not responsible for technical, hardware, software, or telecommunications malfunctions of any kind; lost or unavailable network connections; failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the sender; or by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability to participate (including but not limited to defects/errors/malfunctions), or by any error that may occur in the entry process or the Sweepstakes. Without limiting the foregoing, Sponsor, and its respective parent companies are not responsible for electronic communications/emails not received due to email filtering, virus protection, other protective devices/apparatuses, or any other cause.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH INDIVIDUAL FROM THE SWEEPSTAKES IF APPLICABLE). Without limiting the foregoing, for any reason (including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause beyond the control of Sponsor, which corrupts or affects

the administration, security, fairness, integrity, or proper conduct of this Sweepstakes and renders the Sweepstakes incapable of being conducted as described in these Official Rules), Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall make the Prize available in a manner determined by Sponsor in its sole discretion to be fair, appropriate, and consistent with the spirit of these Official Rules. Notice of such action by Sponsor will be posted on the GSUSA website.

7. INTELLECTUAL PROPERTY AND GRANT OF LICENSE IN MATERIALS SUBMITTED:

With respect to the Submission Photographs submitted for the Sweepstakes, Entrants grant to Sponsor, its parent companies, subsidiaries, and affiliates, and its licensees the following royalty-free, non-exclusive, perpetual, worldwide, irrevocable license rights: (1) to reproduce, distribute, publicly display or otherwise publish, and create derivative works containing a Submission Photograph in connection with the Sweepstakes and promotion of the Sweepstakes, in any media now or hereafter known, including, but not limited to display on Sponsor's website, pinterest.com, facebook.com, and twitter.com or publication in Sponsor's newsletters, marketing collateral, articles highlighting entries or winners of the Sweepstakes, or other Sponsor materials; and (2) to register or use copyright notices, in the name of Sponsor, in connection with Sponsor works in which Submission Photograph appears. Entrants also waive any right to inspect or approve any such use of their Submission Photographs, moral rights, or rights to attribution. Entrants agree, where permitted by law, to sign any documents necessary to effect this license grant. Entrants understand and agree that display or publication of their Submission Photographs on Sponsor's website, Facebook page, or Pinterest board does not indicate that the individual or group who submitted a particular Submission Photograph will be selected as a Prize Winner, and Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

8. PRIVACY:

By submitting an entry, Entrants agree that Sponsor may post their names and Promotional Content, if applicable, on its website, Facebook page (www.facebook.com/GirlScoutCookieProgram), Instagram, or in other promotional materials and that Sponsor may publicize information about Entrants or the Prize Winner. Sponsor may also use an Entrant's personal data, such as his or her name and e-mail address for marketing communications. To opt-out of receiving future promotion communications from Sponsor, please write to Sponsor at 420 Fifth Avenue, New York, NY 10018-2798.

9. INDEMNIFICATION:

By submitting an entry, Entrants agree to release, discharge, indemnify, and hold harmless Facebook, Instagram, Sponsor, or their respective parent companies, subsidiaries, affiliates, related companies, advertising and promotion agencies, and the directors, officers, employees, shareholders, and agents of each from and against any liability, injury, death, loss or damages to Entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by reason of their participation in the Sweepstakes (or related activities), their acceptance, possession, or use/misuse of a prize, or from any delay in receiving any prize awarded. Entrants' obligations to indemnify Facebook and Sponsor include actions arising (a) from any allegation that any Submission Photograph an Entrant submits via the Sweepstakes infringes or otherwise violates the copyright, trademark, trade secret, or other intellectual property or other rights of any third party, or (b) from any other violation of these Official Rules. By submitting an entry, Entrants agree that they have no right to bring (and covenant not to bring) any claim, action, or proceeding of any kind or nature whatsoever against Facebook, Instagram, Sponsor, and their parent companies, subsidiaries, and affiliates as well as their respective officers, directors, employees, and agents in connection with this Sweepstakes. Entrants acknowledge and agree that Facebook, Instagram, Sponsor, and their parent companies, subsidiaries, and affiliates, as well as their respective officers, directors, employees, and agents do not have now, nor shall any of them have in the future, any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the non-infringement or protection of any copyright, trademark, patent, or any other claimed right or interest in Submission Photograph.

10. LIMITATION OF LIABILITY:

Sponsor is not responsible for: (a) lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware, or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Sweepstakes; or (e) printing, typographical, electronic, or human errors which may occur in the offer or administration of the Sweepstakes or the processing of entries. Entrants agree that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and Entrants waive all rights to claim any punitive, incidental, consequential, 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 LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANT AGREES THAT THE RELEASED PARTIES (I) MAKE NO WARRANTY, GUARANTY, OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE SWEEPSTAKES AND/OR THE PRIZE; AND (II) DISCLAIM ANY IMPLIED WARRANTY.

11. GOVERNING LAW/JURISDICTION:

The Sweepstakes is governed by the laws of the State of New York (excluding its principles of conflicts of laws/choice of laws), with venue in New York City and all claims must be resolved individually (NOT PART OF A CLASS) in the appropriate state and federal courts of New York City. By participating, you agree to the exclusive jurisdiction of such courts. Sponsor's failure to enforce any provision of these Official Rules shall not constitute the waiver of such provision.

12. SEVERABILITY:

If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

13. RULES/WINNER LIST REQUESTS:

Official Rules (available during Promotional Period) and Prize Winner (available after March 25, 2016) may be obtained by mailing a request to the following address: Girl Scouts of the USA, 420 Fifth Avenue, New York, New York 10018-2798.