

## Nestlé Toll House “Game Day” Sweepstakes

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. This Sweepstakes is in no way sponsored, endorsed or administered by Instagram. By providing information in the Sweepstakes, you understand that you are providing information to Sponsor and not to Instagram.**

THIS SWEEPSTAKES 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.

**Sweepstakes Period:** The Nestlé Toll House “Game Day” Sweepstakes (“Sweepstakes”) begins at 10:00 AM Eastern Time (“ET”) on January 30, 2026 and ends at 11:00 AM ET on February 2, 2026 (the “Sweepstakes Period”).

**Eligibility:** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age, or age of majority in the entrant’s state of residence, whichever is greater, at the time of entry and who have a valid and active Instagram account. Employees of Nestlé USA, Inc. (“Sponsor”) or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes (collectively with Sponsor, the “Sweepstakes Entities”), and any of their respective parent and affiliate companies or subsidiaries, as well as the 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 Sweepstakes 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 Sweepstakes.

**How to Enter:** To enter the Sweepstakes, during the Sweepstakes Period, visit the @nestletollhouse Instagram page at [www.instagram.com/nestletollhouse](https://www.instagram.com/nestletollhouse), follow @nestletollhouse on Instagram, and comment on the Sweepstakes Instagram post with #nestletollhouse and #sweepstakes and @-mention a friend. If you do not already follow @nestletollhouse on Instagram, you must do so to be eligible. Entrants must adjust their Instagram profile settings to ‘Public’ and respond to any message from Sponsor in the time specified below in Drawing/Winner Notification. Following the foregoing instructions will provide you with one (1) entry into the Sweepstakes. **Limit one (1) entry per person.** If you do not have an Instagram account, establishing an account is free. When you join Instagram, you are indicating that you have read and agree to accept the Instagram Terms of Service and Privacy Policy. You can unfollow @nestletollhouse any time after the winner(s) have been announced.

**Prizes:** A total of five (5) prizes will be awarded:

**Two (2) Grand Prizes:** One (1) Nestle Toll House jersey signed by Peyton Manning; two (2) packages of NESTLÉ® TOLL HOUSE® Chocolate Chip Refrigerated Cookie Dough (16.5 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Premier White Morsels (12 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Semi-Sweet Chocolate Morsels (12 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Milk Chocolate Mini Morsels (10 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Milk Chocolatey Football Morsels (9 oz.); one (1) taco stand, and three (3) recipe cards. **Approximate Retail Value (“ARV”) of each Grand Prize: \$525.**

**Three (3) First Prizes:** Each consisting of: Two (2) packages of NESTLÉ® TOLL HOUSE® Chocolate Chip Refrigerated Cookie Dough (16.5 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Premier White Morsels (12 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Semi-Sweet Chocolate Morsels (12 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Milk Chocolate Mini Morsels (10 oz.); one (1) bag of NESTLÉ® TOLL HOUSE® Milk Chocolatey Football Morsels (9 oz.); one (1) taco stand, and three (3) recipe cards. **ARV of each First Prize: \$25. Total ARV of all prizes: \$1,125.**

Grand Prizes and First Prizes will be collectively referred to here in as “prizes”. Prizes are awarded “as is” with no warranty or guarantee, either express or implied. Winners are responsible for all federal, state, and local taxes, as well as all costs and expenses associated with prize acceptance and use not specified herein as being provided. No cash substitutions for prizes will be permitted, and prizes are non-refundable and non-transferable, except at sole discretion of Sponsor. Sponsor reserves the right to substitute a prize (or portion thereof) for a prize of equal or greater value. **Limit one (1) prize per person.** Winners will have to provide their street address for delivery of prizes (no P.O. boxes). Shipping at Sponsor expense. Winners acknowledge that once a prize has shipped, Sponsor has no control over delivery or delivery time, and any loss or theft of a prize once delivered will be the responsibility of the winner, and no replacement prize will be supplied. All prize details are at Sponsor’s sole discretion.

**Drawing/Winner Notification:** On or about February 2, 2026, Sponsor will randomly select the potential prize winners from among all eligible entries received. Odds of winning depend on the total number of eligible entries received. Potential winners will be contacted via Instagram Direct Message (“Message”). Failure of a potential winner to respond to Message within twenty-four (24) hours of notification will result in disqualification and an alternate potential winner may be selected. Potential winners may also be required to sign and return an Affidavit of Eligibility, Liability Release and, where legally permitted, Publicity Release (“Release”) which must be received by Sponsor within forty-eight (48) of when the notice or attempted notice is sent, in order to claim the applicable prize. A potential winner will not be declared an official winner unless and until Message and properly executed Release (if applicable) is returned as directed by Sponsor. Refusal, or return of Message or Release (if applicable) as non-deliverable, or a potential winner’s noncompliance with these Official Rules, or if a prize is returned as undeliverable, such potential winner may be disqualified and an alternate potential winner may be selected. Sponsor is not responsible for any change of physical address or email address of any entrant.

**Publicity Grant:** By submitting an Entry, each entrant agrees to allow use of their name, username, likeness, city and state of residence, and/or biographical information for promotional purposes (including posting on Sponsor’s website), in any and all media, now or hereafter known, worldwide in perpetuity, without additional compensation or notification to, or permission from, entrant, except where prohibited

**Entry Conditions and Release:** Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered or garbled entries, comments, email, Messages, or other communications of any kind; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the

administration of the sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or other device related to or resulting from participating in this Sweepstakes or downloading materials from or use of the platform. Persons who tamper with or abuse any aspect of the Sweepstakes or platform or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes at any time and for any reason, including, but not limited to, should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, and, if terminated, at its discretion, select the potential winners from among all non-suspect, eligible entries received up to time of cancellation or as otherwise deemed fair and appropriate by Sponsor. Entrants, by participating, agree that Sweepstakes Entities, Meta Platforms (dba Instagram), and their respective parent, affiliates, subsidiaries, prize suppliers, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") will have no liability whatsoever for, and shall be held harmless by entrants against, any liability, for any injuries, losses or damages of any kind, including death, to persons, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes. In the event of a dispute regarding entries received from multiple users having the same Instagram account, the authorized account subscriber of the Instagram account at the time of entry will be deemed to be the entrant and must comply with these rules. Authorized account subscriber of the Instagram account is the natural person who is assigned the Instagram account by Instagram.

**Privacy:** Information provided by you for this Sweepstakes is subject to Sponsor's privacy policy: <http://privacy.nestleusa.com/> as applicable, and the privacy policy and terms and conditions of Instagram, as applicable. If you are selected as a winner, your information may also be included in a publicly available winner's list.

**Governing Law and Venue:** These Official Rules are governed by US law and are subject to all applicable federal, state and local laws and regulations. Any dispute arising from these Official Rules and the Sweepstakes will be governed by and construed and enforced in accordance with the laws of Delaware except to the extent preempted by U.S. federal law, without regard to conflict of law rules or principles (whether of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

**Dispute Resolution:** PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. THESE TERMS INCLUDE A CLASS ACTION WAIVER, A JURY TRIAL WAIVER, AND A BINDING INDIVIDUAL ARBITRATION AGREEMENT TO RESOLVE DISPUTES. IN ARBITRATION THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. FOR CLARITY, PARTICIPATION IN THE SWEEPSTAKES IS SUBJECT TO, AND YOU AGREE TO, THE LIMITATIONS OF LIABILITY, RELEASES, OBLIGATIONS, DISPUTE RESOLUTION PROCEDURE, AND OTHER TERMS SET FORTH IN THESE OFFICIAL RULES AND IN THE "DISPUTE RESOLUTION" SECTION OF THE NESTLÉ USA TERMS & CONDITIONS, AVAILABLE AT <HTTPS://WWW.NESTLEUSA.COM/TERMS>, WHICH ALSO APPLY TO DISPUTES, CLAIMS, OR ANY OTHER RELEVANT ASPECT ARISING FROM THE SWEEPSTAKES OR FROM THESE OFFICIAL RULES.

**Winners List Request:** For a list of the Sweepstakes winners (available after February 20,2026) send a request via a direct message to <https://www.instagram.com/nestletollhouse>

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