

Ben & Jerry's "Wish Us a Happy Birthday" Video Contest

No Purchase Necessary.

Open to Legal Residents of the United States including the District of Columbia and Canada including Quebec age 18 and older.

Void in Puerto Rico and where prohibited.

HOW TO ENTER: Create one (1) video wishing Ben & Jerry's a Happy Birthday ("Video Submission"). The entry period for the Ben & Jerry's "Wish Us a Happy Birthday" Video Contest ("Contest") begins at 12:00:01 AM Eastern Time (ET) May 12, 2008 and ends at 11:59:59 PM Eastern Time (ET) July 25, 2008 ("Entry Period"). There are two (2) ways to enter this Contest: (1) To enter the Contest online, eligible participants must go to www.benjerry.com (for US residents) or www.benjerry.ca (for Canadian residents) and do the following: [a] Complete the registration form by providing the information required; [b] upload your video (see below for Video Submission Requirements and Guidelines); AND [c] Agree to these official rules. Online entries must be received by 11:59:59 PM ET on July 25, 2008 in order to be eligible. (2) To enter via mail, you must [a] print out the official contest Entry Form via a printable document file ("PDF") from the promotion website www.benjerry.com or visit a participating Ben & Jerry's Scopes Shop to obtain an official contest Entry Form, [b] complete all the required information on the form and enclose your video, and [c] mail your entry in a stamped envelope to Ben & Jerry's "Wish Us a Happy Birthday" Contest to one of the following addresses: United States/District of Columbia residents: P.O. Box 6000 Manhasset, NY 11030-6000. Canadian residents: P.O. Box 10001, 5576 Yonge Street, North York, Ontario, M2N 0B6, Canada. Mail-in entries must be postmarked by July 25, 2008 and received by July 31, 2008. There is a limit of one (1) entry per person and/or email address regardless of method of entry. Entry must be in keeping with Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy rights of any person, living or deceased, or otherwise infringe upon any person's rights. Entries become the property of the Sponsor and will not be acknowledged or returned. Personal information collected from entrant will be used

solely for the purposes of the Contest and to notify the winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties unless you otherwise agree in accordance with Sponsor's privacy policy located at http://www.benjerry.com/our_company/privacy/ or unless an entrant has not opted-out to receive future communications and additional information from Sponsor or third party.

VIDEO SUBMISSION REQUIREMENTS AND GUIDELINES:

Video Submissions must meet the following requirements/guidelines:

- Running Time: Thirty (30) seconds maximum, including any credits. If Video Submission is longer than Thirty (30) seconds, only the first Thirty (30) seconds will be posted for viewing and judged.
- Maximum File Size: 100MB.
- Video Formats: .WMV, .AVI, .MOV, and .MPG file formats.
- Language: English or French
- The video must not contain brand names or trademarks other than the Ben & Jerry's image, brand name and trademarks.
- Persons under the age of 18 may not appear in a video.

Note: Limit one (1) Video Submission in this Contest per person regardless of method of entry.

JUDGING CRITERIA

All eligible entries will be judged by a panel of judges under the supervision of the contest administrator on the basis of the following criteria:

- Originality & Creativity – 40%
- Appropriateness to Theme – 40%
- Relevance to the Ben & Jerry's brand – 20%

The top scoring ten (10) entries judged using the above criteria will be deemed a "Finalist". In the event of a tie in any stage of the judging, the Winner(s) will be determined based on whichever Entry received the highest score in the originality and creativity category from the judging criteria. In the event of a tie in both judging criteria, the entries involved in the tie will be reviewed by an additional qualified judge who will serve as a tiebreaker who will evaluate entries according to the above judging criteria.

The top ten (10) videos will be placed on the Ben & Jerry's "Wish Us a Happy Birthday" promotion website at www.benjerry.com for the general public to vote to determine the top five (5) entries. The top five entries will be deemed Grand Prize Winners and will be eligible to win a trip to Ben & Jerry's "30th Birthday Bash" in Vermont on October 11, 2008.

PUBLIC VOTING: From 12:00:00 Noon ET on August 18, 2008 until 11:59:59 PM ET on September 2, 2008 ("Voting Period") the ten (10) Finalist entries will be posted at www.benjerry.com. Visitors will be able to vote on who they feel should be the five (5) Grand Prize Winners. The five (5) entries with the highest number of valid votes at the end of the Voting Period will be deemed the Grand Prize Winners (subject to verification). Voting is limited to one (1) vote per person per day. Finalists may vote for themselves. All online voting will be under the supervision of the Sponsor whose decisions are final in all matters relating to this Contest. Becoming a Finalist or Grand Prize Winner is subject to validation and verification of eligibility and compliance with all terms and conditions set forth in these Official Rules.

WINNER NOTIFICATION:

Finalists: On or about August 12, 2008, Marden-Kane will notify the potential Finalists by overnight mail, email and/or telephone. Finalists (or parent/legal guardian if a minor in his/her state of residence) will be required to sign and properly execute, an affidavit of eligibility, liability waiver, and where legal, consent to publicity (collectively called "Release Forms"), and return them within three (3) days of issuance via facsimile (and subsequently by mail which must be received by Sponsor or its Administrator within 3 days after facsimile). If the Release Forms are returned as undeliverable, or if a potential Finalist fails to properly execute and return all forms described herein by the specified deadline, the prize will be forfeited and awarded to the next runner-up. American Finalists will also be required to furnish their social security number that will be used only for the purpose of reporting the winner's prize earnings to the Internal Revenue Service, as required by law, should they be determined as a Grand Prize Winner. In the event an insufficient number of qualified eligible

entries are received during the Entry Period, Sponsor reserves the right to select less than 10 Finalists; and subsequently, less than 3 Grand prize winners.

Grand Prize Winners: On or about September 5, 2008, Marden-Kane will notify the potential Grand Prize Winners by overnight mail, email and/or telephone. Grand Prize Winners and their travel companions (or parent/legal guardian if a minor) will be required to sign and properly execute, travel release form, liability waiver, and where legal, consent to publicity (collectively called "Release Forms"), and return them within five (5) days of issuance. If the Release Forms are returned as undeliverable, if winner cannot travel on days specified by sponsor for trip, or if a potential winner fails to properly execute and return all forms described herein by the specified deadline, the prize will be forfeited and awarded to the next runner-up.

PRIZES: Five (5) Grand Prizes: a 3 day/2 night trip for two (2) October 10 – 12, 2008 to participate in the Ben & Jerry's "30th" Birthday Bash in Burlington, Vermont on October 11, 2008. Trip includes roundtrip coach class air transportation for Grand Prize winners and one (1) guest each from a major airport closest to each winner's home (as determined by Sponsor) to Burlington, VT, 3 days/2 nights hotel accommodations (one room, double-occupancy), car service to/from airport/hotel in Burlington, VT, and \$250 USD spending money. Winners must be available to travel on dates specified by Sponsor. Approximate Retail Value (ARV) of Grand Prize: \$4,000.00 USD each. Ten (10) Finalist Prizes: a Digital Photo Frame and Ben & Jerry's Ice Cream by Mail 6-Pack delivered right to your door (contains six 1-pint size Ben & Jerry's ice cream flavors). ARV: \$220.00 USD each. One Hundred (100) Early Bird Prizes - prize awarded to the first 100 contest submissions received: a Ben & Jerry's t-shirt. ARV: \$20 USD each. Total Approximate Retail Value of all Prizes: \$24,200.00 USD.

If a Grand Prize winner is unable to participate in or accept the prize or any portion of the prize package for any reason, the Sponsor shall have no further obligation to the Grand Prize winner and prize will be awarded to a Runner-Up, time permitting. All expenses relating to acceptance and use of any prize that are not explicitly listed herein as being awarded, including but not limited to meals, ground

transportation, payment of taxes, are responsibility of the winner. No substitution, barter, transfer, or assignment of prize permitted, except by Sponsor at its sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if entire prize or a portion of a prize is unavailable. If a Grand Prize winner lives within a 100 mile radius of Burlington, Vermont, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value. Guests must be 12 years of age or older (if under 18, a guest must be an immediate family member for which the winner is the parent or legal guardian). Winners and guests must travel together on the dates noted above and on the same itinerary, or prize will be forfeited. Minors must be accompanied by a parent or legal guardian at all times. If a winner is a minor in his/her state of residence or province, the prize will be awarded on the winner's behalf to a parent or legal guardian, who must sign all required documents and accompany winner on trip as his/her travel guest. In the event that the Ben & Jerry's 30th Birthday Bash is cancelled or postponed for any reason whatsoever, the balance of the prize will be awarded in full satisfaction of prize award. Admission to the Ben & Jerry's 30th Birthday Bash is subject to certain terms and conditions as specified thereon. Admission will be determined by Sponsor who also reserves the right to remove or to deny entry to a winner and/or his/her guest who engages in a non-sportsmanlike or disruptive manner, or in a way to annoy, abuse, threaten or harass any other person at the event or locale. Grand Prize winners and his/her travel companions must possess valid ID or other required documentation needed to travel and are responsible for obtaining travel documents as well as travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledges that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. Travel arrangements must be made through agent of Sponsor's choosing. Actual value of the trip depends on winner's residence or departure city. Specifics of prize package are subject to availability and Sponsor's sole discretion. Complete terms and conditions of trip will be furnished with prize notification and at Sponsor's sole discretion. Other restrictions and blackout dates may apply. Additional Travel Requirements for Canada Winners and

accompaniers must have valid documents for travel to and from the United States. The Prize will be forfeited if: (a) the proper travel documents are not obtained by the Winner and companioner by the date specified by Sponsor; or (b) Winner and/or companioner does not have the right, at the time of being chosen as a Winner or by the date the trip is booked, to re-enter home country of residence after leaving the United States; or (c) if any immigration complications arise which prevent a Winner and/or companioner from entering, leaving or traveling within the United States.

ELIGIBILITY: This Contest is open only to legal residents of the 50 United States including the District of Columbia and Canada including Quebec 18 years of age or older at the time of entry. Employees of Ben & Jerry's, and its affiliates, subsidiaries, advertising and promotion agencies, including Marden-Kane Inc., prize suppliers, and their immediate families (spouse, parents, children, siblings and their respective spouses) and individuals living in the same household as such employees are ineligible to enter or win the Contest. Void in Puerto Rico and where prohibited by law. This Contest is subject to all applicable federal, state, provincial and local laws and regulations.

LIMITATION OF LIABILITY: BY PARTICIPATING IN THE CONTEST, ENTRANTS AGREE TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE JUDGES, WAIVE ANY RIGHT TO CLAIM AMBIGUITY IN THE RULES, AND RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, PRIZE SUPPLIERS, MARDEN-KANE, INC., AND EACH OF THEIR AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES, (COLLECTIVELY, "RELEASEES") FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS ANY LIABILITY OF ANY KIND RESULTING FROM OR ARISING FROM PARTICIPATION IN THE CONTEST, OR ACCEPTANCE, POSSESSION, USE, MISUSE OR NONUSE OF THE PRIZE THAT MAY BE AWARDED. EXCEPT AS SET FORTH BELOW, ENTRANTS AGREE THAT VENUE AND JURISDICTION SHALL BE EXCLUSIVELY IN THE FEDERAL AND STATE COURTS

LOCATED IN THE STATE OF VERMONT AND ANY AND ALL DISPUTES SHALL BE GOVERNED BY THE SUBSTANTIVE LAWS OF THE STATE OF VERMONT WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES OF ANY JURISDICTIONS.

ADDITIONAL TERMS AND CONDITIONS: If an entrant changes his/her telephone number, email address and/or street address after he/she enters the Contest, it is his/her sole responsibility to notify the Sponsor by (postal) mailing notice to Marden-Kane's address (listed below) to be received by the end of the Entry Period. Releasees are not responsible for printing or typographical errors in any Contest related materials; or for transactions (including Entry submissions) that are lost, misdirected, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, telephone, human or other error; or for electronic, computer, or telephonic malfunction or error, including inability to access any web site associated with this Contest, or process any transaction thereon. If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Contest, the judges reserve the right at their sole discretion to disqualify any individual who tampers with the entry process and or void any Entries submitted fraudulently, modify or suspend the Contest, or to terminate the Contest and award the remaining prizes using all eligible, non-suspect Entries received as of the action requiring such termination. Sponsor reserves the right to modify or terminate the Contest in its entirety at any time and at its sole discretion. Should the Contest be terminated or modified prior to the stated expiration date, notice will be posted on www.benjerry.com. Any attempt by an entrant or any other individual to deliberately damage any web site or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Any attempts by an individual to access any web site associated with this Contest via a bot script or

other brute force attack or any other unauthorized means will result in the IP address becoming ineligible. Use of automated entry devices, or Contest entry services or programs are prohibited.

OWNERSHIP AND USE OF ENTRIES: All entries (both winning and non-winning) become the sole property of Sponsor and will not be returned. Sponsor reserves all rights, including the right to edit, publish, use, adapt, modify, or dispose of any Entries, proper names, likenesses, photographs, and/or city/states or Provinces for advertising and promotional purposes in all media (including and without limitation, the Internet) without additional compensation, except where prohibited by law. Submission further constitutes entrant's assignment and transfer to Sponsor of any and all rights, title and interest in the entry, without limitation, including all copyrights and trademark rights and waiver of all moral rights. Entrant warrants and represents that their entry is original and does not infringe the rights of any third party and hereby agrees not to instigate, support, maintain or authorize any action, claim or lawsuit against Sponsor or its affiliates, or any other person, on the grounds that any use of the entry, or any derivative works infringe any of entrant's rights as creator of the entry, including, without limitation, trademark rights, copyrights and moral rights or "droit moral." All elements of all entries, including all United States and international copyrights and all other intellectual property rights in the entries, shall be owned exclusively by Sponsor. Nothing herein shall constitute an employment, joint venture, or partnership relationship between entrant and Sponsor. In no way is entrant to be construed as the agent or to be acting as the agent of Sponsor in any respect.

ADDITIONAL RULES FOR CANADIAN RESIDENTS: For Quebec residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Regie des alcools, des courses et des jeux for ruling. Any litigation respecting the awarding of a prize may be submitted to the Regie only for purpose of helping the parties reach a settlement.

WINNERS LIST: For the Grand Prize Winners names, available after September 30, 2008, send your request with a self-addressed,

stamped envelope to: Ben & Jerry's "Wish Us a Happy Birthday"
Contest Winner, P.O. Box 1379, Manhasset, NY 11030-6379, USA.
Requests must be received by July 31, 2008.

SPONSOR: The Sponsor of this Contest is: Ben & Jerry's
Homemade Inc., 30 Community Drive, South Burlington, VT 05403,
USA. ADMINISTRATOR: Marden-Kane Inc., 36 Maple Place,
Manhasset, NY 11030, USA.