

SING IT WITH OREO

OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA ("D.C."), AND PUERTO RICO, 18 YEARS OF AGE AND OLDER ONLY

This Promotion is no way sponsored, endorsed, administered by, or associated with Facebook or Twitter. Facebook and Twitter are not affiliated with Sponsor in any way.

This Promotion consists of both the instant win game ("Instant Win Game") and the sweepstakes ("Sweepstakes") described in these Official Rules. Promotion begins at 12:00 am Eastern Time ("ET") on December 15, 2020 and ends at 11:59 pm ET on April 30, 2021 ("Promotion Period"). For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

1. TO ENTER AND PLAY: There are two (2) ways to enter/play: A.) Scan a Qualifying Product Package with your Device: During the Promotion Period, you may purchase "specially-marked" packages of OREO Lady Gaga 12.2oz Retail Pack (UPC 44000-06900), OREO Lady Gaga 3.1oz Convenience Pack (UPC 44000-06916), OREO Original Family Size 19.1oz Pack with Lady Gaga callout (440000332700), OREO Original 20oz Family Size Double Stuf Pack (4400003325), OREO Golden Family Size 19.1oz Pack (440000332400), OREO Thins Original Family Size 13.1 oz Pack (each, a "Qualifying Product"). Using your smart phone or other web-enabled device ("Device"), "scan" the Qualifying Product packaging by pointing the camera on your Device at the quick response ("QR") code located on the packaging of each Qualifying Product. **Standard message rates and data charges apply.** Once the code is recognized, follow the instructions to open the mobile web page at www.singitwithOREO.com (Promotion "Website"). Accept the terms. Follow the links and instructions to either: 1) create a unique musical message ("an OREOgram") or 2) create a prerecorded message from Lady Gaga ("GAGAGram") as the alternative method of entry. If you selected to create a unique musical message, select the OREOgram button, choose an instrumental background for your OREOgram, enter the recipient's name, write your message in the text box, tap the record button to record yourself singing the message you wrote in a clear voice, listen to your message (or try again), and preview your OREOgram ("Submission"). You automatically will receive one (1) Sweepstakes entry for your OREOgram. You will then be invited to share your OREOgram. You will also receive an Instant Win Game play, and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize.

If you selected to create a prerecorded message, select the GAGAGram button, preview tracks and select one for your message, enter the recipient's name, and preview your GAGAGram ("Submission"). Next, follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Sweepstakes entry for your GAGAGram. You will then be invited to share your GAGAGram. You will also receive an Instant Win Game play, and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize.

Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 4, below).

B.) Visit Microsite from a Desktop Computer: To enter without purchasing a Qualifying Product or scanning the QR code located on a Qualifying Product, during the Promotion Period, first visit www.singitwithOREO.com ("Website"). Once on the Website, follow the links and instructions to click on the "To enter without making an OREOgram, click here." link. Next, complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play, and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 4, below).

Limit: Ten (10) Sweepstakes entries and ten (10) Instant Win Game plays, per day, per email address/person during the Promotion Period, regardless of method of entry. Use of any robotic, automatic, programmed or similar entry method or the use of any means to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays per day will void all entries/plays and result in disqualification. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined in Rule 7, below) are not responsible for lost, late, incomplete, invalid, unintelligible, misdirected or otherwise non-compliant entries or Game plays, all of which will be disqualified. In the event of a dispute as to any entry/Game play, the authorized account holder of the email address used to enter/register will be deemed to be the entrant/player and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

If you choose to enter using a mobile device/scan a QR code, standard message and data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter. A mobile device is not required to enter.

BONUS SWEEPSTAKES ENTRIES: After you enter the Sweepstakes, you can earn bonus Sweepstakes entries, as described below.

A.) Facebook Referral: Share your OREOgram or a message about the Promotion on your Facebook Newsfeed. The post will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you will receive three (3) bonus Sweepstakes entries. Limit: Nine (9) bonus Sweepstakes entries, per email address/person, per day during the Promotion Period for this method.

B.) Twitter Share: Tweet your OREOgram or a message about the Promotion on Twitter. The Tweet will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you will receive two (2) bonus Sweepstakes entries. Limit: Six (6) bonus Sweepstakes entries, per email address/person, per day during the Promotion Period for this method.

C.) Tell A Friend: You will be invited to submit the names and email addresses of up to three (3) friends who must be eligible to enter the Sweepstakes. Each person that you refer will receive an email notifying him or her about the Sweepstakes. You may only refer persons with whom you have an existing relationship. The email will contain a

unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus Sweepstakes entry, up to a total of three (3) bonus entries, per email address/person, per day during the Promotion Period.

Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website www.singitwithOREO.com. If you share the Sweepstakes through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries.

2. SUBMISSION GUIDELINES: Submission must be the original creation of the entrant. Submission cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, marijuana, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain trademarks, logos (except Sponsor's) or trade dress owned by others, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others without permission; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By uploading a Submission you (and your parent/legal guardian if you are deemed a minor in the jurisdiction in which you reside ("Minor") warrant and represent that: (a) it has not received previous awards; (b) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) the other participants depicted in the Submission, if any, have given written consent to its entry into the Sweepstakes and use as contemplated by these Official Rules; and (d) publication of the Submission via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant (and his/her parent or legal guardian if entrant is a Minor) will indemnify and hold harmless Sponsor from any claims to the contrary. Any Submission that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason will be disqualified. Entries will not be judged.

3. ELIGIBILITY: Open only to residents of the 50 United States, D.C., and Puerto Rico 18 years of age or older at the time of entry, except for employees, officers and directors of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), The Martin Agency, HMT Associates, Inc., MediaMonks, their respective affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or persons living in the same household (whether related or not) of any of the above. Void outside the 50 United States/D.C. and Puerto Rico, and where prohibited.

4. WINNER DETERMINATION AND PRIZE CLAIM: SWEEPSTAKES: Administrator will select the potential Sweepstakes winners in a random drawing from all eligible entries received during the Promotion Period through both entry methods combined plus all bonus entries on or around May 3, 2021. The potential Sweepstakes winners will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total of two thousand nine hundred fifty-three (2,953) random, computer-generated winning times during the Promotion Period. For the Fifth Prizes, there will be two thousand five hundred (2500) random, computer-generated winning times throughout the Promotion Period. For the Fourth Prizes, there will be one (1) random, computer generated winning time per day. For the Third Prizes, there will be one (1) random, computer generated winning time per day. For the Second Prizes, there will be one (1) random, computer generated winning time per day. If you are the first player to play the Instant

Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated (subject to verification).

Each potential Sweepstakes prize winner (or his/her parent/legal guardian if winner is a Minor)) must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within five (5) days of first attempted delivery or potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. Each potential winner of a physical Instant Win Game prize will be required to provide his/her mailing address for prize fulfillment purposes within five (5) days of first attempted delivery of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries/Game plays received. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner in the manner described above, as determined by Sponsor in its sole discretion. In the event that a potential Sweepstakes prize winner or a potential winner of an Instant Win Game prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries/Game plays. Any prize won by a Minor will be awarded in the name of the winner's parent/legal guardian. Unclaimed Instant Win Game prizes valued at \$25 or less will remain unawarded. Instant Win Game prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Promotion and verification of winners' eligibility and compliance with these Official Rules.

5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

SWEEPSTAKES:

One (1) Grand Prize: Winner will have the opportunity to choose one (1) of the following concert trip prize options:

London: 7 day/6-night trip for two (2) to London, England. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to London on Sponsor designated dates in 2021; 7 days/6 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for the winner only and \$4,600 in spending money for the winner only. ARV: \$20,100.00.

Paris: 7 day/6-night trip for two (2) to Paris, France. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Paris on Sponsor designated dates; 7 days/6 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for the winner only and \$4,600 in spending money for the winner only. ARV: \$20,100.00.

Los Angeles: 4 day/3-night trip for two (2) to Los Angeles, CA. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Los Angeles, CA on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1)

personalized OREOgram message and autograph from Lady Gaga for the winner only and \$2,900 in spending money for the winner only. ARV: \$12,600.00.

Las Vegas: 4 day/3-night trip for two (2) to Las Vegas, NV. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Las Vegas, NV on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for winner only and \$2,900 in spending money for the winner only. ARV: \$12,600.00.

For the Grand Prize concert trip: Lady Gaga meet and greet is subject to Lady Gaga's schedule and availability. If Lady Gaga meet and greet does take place, it may be in person or virtual, as determined by Sponsor in its sole discretion. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the Grand Prize description above, including but not limited to, other ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child or legal ward of winner, travel companion must be eighteen (18) years of age or older (or the age of majority in his/her state of residence if majority age is over 18 ("Minor")) as of the date of departure, and must travel on same itinerary and at the same time as the winner. If winner is a Minor, travel companion must be winner's parent/legal guardian. Travel companion (or winner, if travel companion is winner's Minor child or legal ward) must execute liability/publicity releases prior to issuance of travel documents. **Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel.** Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to chosen city, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded in lieu of air transportation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual value and ARV, if any. If total costs differ from the stated ARV, winner will not be awarded the difference in cash or any form. The Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason, or if meet and greet is cancelled, and winner will not be reimbursed for concert ticket value. In such case, Sponsor's liability will be limited to awarding the remainder of the prize components. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to concert promoter's/venue's standard rain-check policies and procedures. By accepting prize, winner agrees to abide by any terms, conditions and restrictions provided on the concert tickets or otherwise imposed by the concert promoter/venue. Winner will not be compensated for concert ticket value if s/he chooses to not attend the concert, or cannot attend it for any reason, including but not limited to illness.

Ten (10) First Prizes: Each winner will have the opportunity to choose one (1) of the following concert trip prize options:

New York: 4 day/3-night trip for two (2) to New York City, NY. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to New York City, NY on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; and \$1,850 in spending money for the winner only. ARV: \$8,040.00.

Chicago: 4 day/3-night trip for two (2) to Chicago, IL. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Chicago, IL on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; and \$1,800 in spending money for the winner only. ARV: \$7,800.00.

Boston: 4 day/3-night trip for two (2) to Boston, MA. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Boston, MA on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; and \$1,800 in spending money for the winner only. ARV: \$7,800.00.

Los Angeles: 4 day/3-night trip for two (2) to Los Angeles, CA. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Los Angeles, CA on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; and \$1,850 in spending money for the winner only. ARV: \$8,040.00.

For the First Prize Concert Trips: Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the First Prize descriptions above, including but not limited to, other ground transportation (other than what is stated above), meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child or legal ward of winner, travel companion must be eighteen (18) years of age or older (or the age of majority in his/her state of residence if majority age is over 18 ("Minor")) as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a Minor, travel companion must be winner's parent/legal guardian. Travel companion (or winner, if travel companion is winner's Minor child or legal ward) must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to chosen city, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded in lieu of air transportation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference

between actual value and ARV, if any. If total costs differ from the stated ARV, winner will not be awarded the difference in cash or any form. The Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason, and winner will not be reimbursed for concert ticket value. In such case, Sponsor's liability will be limited to awarding the remainder of the prize components. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to concert promoter's/venue's standard rain-check policies and procedures. By accepting prize, winner agrees to abide by any terms, conditions and restrictions provided on the concert tickets or otherwise imposed by the concert promoter/venue. Winner will not be compensated for concert ticket value if s/he chooses to not attend the concert, or cannot attend it for any reason, including but not limited to illness.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period through both entry methods combined plus all bonus entries.

INSTANT WIN GAME:

One hundred thirty seven (137) Second Prizes: One (1) pair of headphones and assorted OREO cookie product. ARV: \$27.00 each. **One hundred thirty seven (137) Third Prizes:** One (1) t-shirt and assorted OREO cookie product. ARV: \$25.00 each. **One hundred thirty seven (137) Fourth Prizes:** One (1) Backpack and assorted OREO cookie product. ARV: \$18.00 each. **Two thousand five hundred (2,500) Fifth Prizes:** One (1) music box and assorted OREO cookie product. ARV: \$18.00 each.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays made during the Promotion Period, the timing of such Game plays, and the number of Instant Win Game prizes available at the time each Game play is made.

The actual value of prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person. No substitutions or transfers of prizes permitted by winners except at the discretion of the Sponsor; prizes are not redeemable for cash. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) become unavailable. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners agree to look to the manufacturer or supplier of the prize or prize component, and not the Sponsor or Administrator, for any warranty on the prize or prize component or for any damages arising out of acceptance or use of the prize or prize component. Total ARV of all prizes: \$155,090.

6. RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Sweepstakes and included in the prize drawing, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, delete or display such Submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without compensation or limitation and without any further notice, right of approval or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) authorizes the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner, they see fit, the Submission submitted to Sponsor and to make derivative works from such Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees that the results and proceeds of such use shall become the property of

Sponsor and/or Sponsor's licensees and shall be freely assignable by Sponsor and that the Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above-mentioned rights, information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) releases and holds harmless the Promotion Parties and each of their respective assignees and licensees, from and against any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith, arising from or in connection with any use of entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Sweepstakes, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Sweepstakes, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission, and that the only contracts, express or implied, between the Promotion Parties and entrant are as set forth in these Official Rules. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Submission.

In addition, by participating in the Promotion, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants permission for the Promotion Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion in any and all media now known or hereafter developed, throughout the universe, without limitation and without further notice, permission, compensation or consideration, unless prohibited by law.

7. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By entering the Promotion, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Administrator, which shall be final in all matters relating to the Promotion. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to hold Promotion Parties, Facebook, Twitter, and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, "Released Parties") harmless from and against any and all claims and liability arising out of participation in the Promotion or use or redemption of any prize (if applicable). Released Parties are not responsible for technical, hardware or software malfunctions or errors, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion, or for any human error, which may occur in the programming of this Promotion or in the transmission, receipt or processing of the entries/Instant Win Game plays. In no event will Sponsor be liable for more than the number of prizes stated in Rule 5. If due to a computer programming or other error, more prizes are claimed than are intended to be awarded in this Promotion according to Rule 5, the intended number of prizes will be awarded in a random drawing from among all valid prize claimants. Released Parties are further not responsible for: unauthorized human intervention in any part of the Sweepstakes entry and/or Instant Win Game play processes, or in the Promotion generally; incomplete or inaccurate information on Sponsor's Website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; or electronic or human error which may occur in the administration of the Promotion, or announcement of the winners. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Promotion, or if technical or other difficulties compromise the integrity of the Promotion, the Administrator reserves the right

to modify or terminate the Promotion in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated prior to stated end date/time of the Promotion Period, all remaining prizes will be awarded in a random drawing from among all non-suspect entries/Game Plays received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the authorized account holder of the email address used to enter/register, provided he/she complies with these Official Rules. All federal, state and local laws apply. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws 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 (as well as disqualifying such individual).

8. DISPUTES: Entrant (and entrant's parent/legal guardian if entrant is a Minor) agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan state court located in Oakland County, Michigan; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant (and entrant's parent/legal guardian if entrant is a Minor) 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed as if the invalid or illegal provision were not contained herein.

In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

9. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/privacy_policy.html.

10. WINNERS' LIST: For a list of winners of prizes valued over \$25, visit <https://bit.ly/32AMXMP>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Mondelez Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

PROMOTION ADMINISTRATOR: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.