

OREO 110TH BIRTHDAY PROMOTION

OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY

MAKING A PURCHASE OR SCAN 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 the sweepstakes ("Sweepstakes"), the contest ("Contest"), and the instant win game ("Instant Win Game") described in these Official Rules. Promotion begins at 12:00 am Eastern Time ("ET") on January 15, 2022 and ends at 11:59 pm ET on March 31, 2022 ("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 110th Birthday Limited Edition Chocolate Confetti Cake (12.2oz) and OREO 110th Birthday "Celebration Treats" Club Pack (40.8 oz) (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 110Birthday.OREO.com (Promotion "Website"). Follow the links and instructions to select one (1) of the listed Sweepstakes wish prizes you would most like to win. Next, complete and submit the registration form, including providing a valid email address. You will receive one (1) Sweepstakes entry into the respective prize pool drawing. On the registration form, you will have the option to opt-in to receive marketing emails from Mondelez International. If you select to opt-in, you will receive one (1) Sweepstakes entry into each Sweepstakes prize pool drawing. You may opt out at any time. Then, you may either skip entering the Contest, or you may follow the instructions to submit a maximum one hundred (100) word essay explaining the wish you would like granted by the Sponsor (up to \$10,000 value) and why this wish is important to you ("Submission") to receive one (1) Contest entry. (Please note: essays in excess of one hundred (100) words will be disqualified.) You must also indicate a title for your wish. After either skipping the Contest or submitting a Contest entry, you will receive 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). Contest winners will be determined through a random process and a judging process (see Rule 4, below for judging criteria and details).

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 110Birthday.OREO.com ("Website"). Once on the Website, follow the links and instructions to

select one (1) of the listed Sweepstakes wish prizes you would most like to win. Next, complete and submit the registration form, including providing a valid email address. You will receive one (1) Sweepstakes entry into the respective prize pool drawing. On the registration form, you will have the option to opt-in to receive marketing emails from Mondelez International. If you select to opt-in, you will receive one (1) Sweepstakes entry into each Sweepstakes prize pool drawing. You may opt out at any time. Then, you may either skip entering the Contest, or you may follow the instructions to submit a maximum one hundred (100) word essay explaining the wish you would like granted by the Sponsor (up to \$10,000 value) and why this wish is important to you ("Submission") to receive one (1) Contest entry. (Please note: essays in excess of one hundred (100) words will be disqualified.) You must also indicate a title for your wish. After either skipping the Contest or submitting a Contest entry, you will receive 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.

Contest wishes that the Sponsor doesn't have the ability to fulfill include, but are not limited to, access/entrance to any specific college or university, curing cancer or diseases, trip to the moon, becoming famous, getting your dream job. In addition, there are Contest wishes that Sponsor may be able to award depending on its ability to create required partnerships. These wishes would include but are not limited to, naming rights, access to sports drafts, celebrity meet and greets, or trips/events associated with an organization that the Sponsor has no current partnership. Sponsor makes no representations that it can create the necessary partnerships. Further, any wish that Sponsor cannot obtain for ten thousand dollars (\$10,000) or less will not be fulfilled.

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). Contest winners will be determined through a random process and a judging process (see Rule 4, below for judging criteria and details).

Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play, per day, per email address/person during the Promotion Period, regardless of method of entry; one (1) Sweepstakes entry into each prize pool drawing for opting in to receive marketing emails per email address/person during the Promotion Period; one (1) Contest entry 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 Contest entries, Sweepstakes entries or Instant Win Game plays 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 8, 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.

Proof of compliance with the above requirements may be required at any time.

2. CONTENT RESTRICTIONS OF YOUR SUBMISSION: Your Submission must be your original work only; you may not have any assistance in creating your Submission. By uploading a Submission, entry must be made in your name only. Your Submission must not, in the opinion of Sponsor: promote or contain references to alcoholic beverages, drugs, firearms/weapons (or the use of any of the foregoing); promote any particular political agenda or message; endorse any hate group; contain material that references any brands, trademarks, trade dress or logos (other than OREO cookies*); contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; violate or infringe another's intellectual property or other rights; be obscene, hateful, tortious, defamatory, libelous; include any violence or dangerous stunts (or the promotion of same); contain materials embodying the names, or other indicia identifying any person, living or dead, without permission; or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any Submission that it finds unlawful, in violation of these Official Rules, or offensive in any way and therefore not suitable for inclusion in this Contest. *[Note: You are not required to include logos or any references to OREO cookies in your Submission.]

By entering, you (and your parent or legal guardian if you are deemed a minor in the jurisdiction in which you reside ("Minor")) warrant and represent that: (a) your Submission has not received previous awards; (b) your Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) other individuals mentioned in the Submission (or their parents or legal guardians if any such individuals are Minors) if any, have given written consent to its entry into the Contest 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 entrant's parent or legal guardian if entrant is a Minor) will indemnify and hold harmless the Promotion Parties (as defined in Rule 3, below) from and against any claims to the contrary.

3. ELIGIBILITY: Open only to residents of the 50 United States and 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 where prohibited. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential Contest winner's eligibility and compliance with these Official Rules. Due to the nature of the Contest prize offered, if a background check reveals that a potential Contest winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.

4. WINNER DETERMINATION AND PRIZE CLAIM:

CONTEST: After the conclusion of the Promotion Period, Administrator will select ten thousand (10,000) Submissions in a random drawing from all eligible Submissions received during the Promotion Period. Then, a panel of qualified judges, determined by Sponsor in its sole discretion, will evaluate each of the ten thousand (10,000) randomly selected Submissions based on the following Judging Criteria:

- The essay is articulate and well written (20%);

- The essay explains why the entrant is passionate about their wish (40%); and
- The essay explains how granting the wish will have a meaningful impact on the entrant's life (excluding financial benefits) (40 %).

The five (5) entrants with the highest-scoring Submissions will be deemed potential "Contest Grand Prize Winners" (subject to verification of eligibility and compliance with these Official Rules). In the event of a tie, the entrant whose Submission received the highest score for "how granting the wish will have a meaningful impact on the entrant's life (excluding financial benefits)", as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor reserves the right to select fewer than five (5) Contest Grand Prize Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores. Potential winners will be notified by email or phone on or around April 27, 2022. Each potential Contest Grand Prize Winner (or his/her parent/legal guardian if winner is a Minor) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), including winner's consent to a confidential background check, which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If a potential winner cannot be contacted, fails to provide the requested information, within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If the background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If a potential winner is disqualified for any reason, the prize may be awarded to the entrant whose Submission received the next-highest score from the judges. Only three (3) such alternate winners may be determined, after which the applicable prize will remain un-awarded if it is unclaimed.

SWEEPSTAKES: Administrator will select the potential Sweepstakes winners in separate random drawings from all eligible entries received for each respective prize pool during the Promotion Period through both entry methods combined on or around April 4, 2022. 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 hundred twenty-eight (228) random, computer-generated winning times during the Promotion Period. 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 in the applicable drawing pool. If necessary, only three (3) such drawings will be held, after which the prize will remain unawarded if it is unclaimed. Each potential winner of an 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. If necessary, only three (3) such drawings will be held, after which the prize will remain unawarded if it is unclaimed. 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 applicable manner described above, as determined by Sponsor in its sole discretion. In the event that a potential Sweepstakes winner of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner in the applicable manner described above. Unclaimed Instant Win Game

prizes will remain unawarded. 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"):

CONTEST:

Five (5) Contest Grand Prizes: Sponsor will create a prize that is inspired by the wish submitted by the Grand Prize-winning entrant valued at approximately \$10,000. Sponsor will determine content and details of the prizes in its sole discretion. Sponsor is not obligated to include any particular element in the prize offered to a potential winner even if the element was specifically requested in the Submission. Potential winners may accept or reject the prize offered; Sponsor will not offer additional or substitute elements of prize if a winner makes such a request. ARV: \$10,000.00.

SWEEPSTAKES:

One (1) Basketball Experience Grand Prize: 3 day/2-night trip for two (winner and one guest) to Sponsor designated destination for a basketball lesson with a professional basketball player. Trip consists of roundtrip coach class air travel for two (winner and one guest) from a major airport nearest the winner's residence to a Sponsor designated destination on Sponsor designated dates in 2022; 3 day/2-night hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/experience; a gift bag and \$1,200 in spending money for the winner only. ARV: \$5,300.00.

One (1) Baking Experience Grand Prize: 3 day/2-night trip for two (winner and one guest) to sponsor designated destination for a private baking lesson with a professional pastry chef. Trip consists of roundtrip coach class air travel for two (winner and one guest) from a major airport nearest the winner's residence to Sponsor designated destination on Sponsor designated dates in 2022; 3 day/2-night hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/experience; a gift bag and \$1,200 in spending money for the winner only. ARV: \$5,300.00.

One (1) Lifetime Supply of Cookies Grand Prize: Winner will receive a lifetime supply of OREO Cookies (up to 65 years). Sponsor will award the prize as twelve (12) packs of OREO Cookies and a \$3,072 check that can be used towards the purchase of OREO Cookies. ARV: \$3,120.00.

One (1) Travel Grand Prize: 4 day/3-night trip for two (winner and one guest) to a winner designated and Sponsor-approved destination located within the United States. Trip consists of roundtrip coach class air travel for two (winner and one guest) from a major airport nearest the winner's residence to a winner designated and Sponsor-approved destination on Sponsor designated dates in 2022; 4 day/3-night hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel; a gift bag; \$1,000 check for winner to spend on an activity of their choice and \$2,000 in spending money for the winner only. ARV: \$8,700.00.

One (1) Dunk into the Milky Way Telescope/Space Kit Grand Prize: One (1) telescope, one (1) galaxy projector, one (1) OREO backpack, one (1) OREO hat and one (1) OREO tumbler. ARV: \$1,000.00.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received for each respective prize pool during the Promotion Period through both entry methods combined.

There is a limit of either one (1) Sweepstakes prize or one (1) Contest Prize per person. If a winner of a Sweepstakes prize is later selected as a potential Contest prize winner, the winner will have the option to forfeit the Sweepstakes prize and claim the Contest prize. In this event, the Sweepstakes prize may be awarded to an alternate winner in a random drawing from among all remaining eligible entries in the applicable drawing pool.

INSTANT WIN GAME:

Seventy-six (76) First Prizes: One (1) \$25 OREOiD digital discount code. ARV: \$25.00.

Seventy-six (76) Second Prizes: One (1) OREO baseball hat. ARV: \$20.00.

Seventy-six (76) Third Prizes: One (1) OREO tumbler. ARV: \$15.00.

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.

For All Prizes: 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. 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. Limit one (1) Instant Win Game prize and either one (1) Contest prize or one (1) Sweepstakes 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. 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: \$77,980.00.

For Trip Prizes: 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 and blackout dates. 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 package description above, including but not limited to, 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, each travel companion must be over the age of majority in the jurisdiction in which s/he resides 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, at his/her travel companion must be winner's parent/legal guardian. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, hotels/accommodations, event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. Travel companions must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner. Winner and travel companions are solely

responsible for obtaining valid passports and any other documents necessary for international travel (if applicable). Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion; winner will receive no compensation for the difference in value. 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 and ARV, if any.

6. USE OF AND RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Contest, entrants (and their parents or legal guardians, if entrants are Minors) hereby grant to the Promotion Parties, and entities affiliated or in privity with Promotion Parties, a non-exclusive, irrevocable, fully paid, universal license to use in any manner they see fit, the Submission submitted to Sponsor and to make derivative works from such Submission, and to copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, alter, 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 limitation and without any further right of approval or compensation. 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. Promotion Parties have no obligation to entrant, including to make use any of the above-mentioned rights, information, or materials, but may do so and may use/edit such information or materials as permitted herein, in their sole discretion, without further obligation or compensation.

If requested, entrant (or entrant's parent or legal guardian if entrant is a Minor) must sign any documentation that may be required for any of the Promotion Parties, and entities affiliated or in privity with any of the Promotion Parties, to make use of the non-exclusive rights entrant (or entrant's parent or legal guardian if entrant is a Minor) is granting in and to the Submission. By entering, each entrant (or entrant's parent or legal guardian if entrant is a Minor) acknowledges and agrees that entrant will not receive compensation for his/her Submission.

Each entrant (and his/her parent or legal guardian, if entrant is a Minor) releases the Promotion Parties, and each of their respective assignees and licensees, from 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 permissible use of entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is an eligible Minor) agrees and acknowledges that participation in the Contest, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and entrant (and his/her parent or legal guardian, if entrant is a Minor) 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 (and his/her parent or legal guardian, if entrant is a Minor) are as set forth in these Official Rules.

7. PUBLICITY: Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is a Minor) agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, and/or prize information in connection with the Promotion for promotional, marketing, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet and social

media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

8. 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 the Promotion is terminated prior to stated end date/time of the Promotion Period, then: (a) all remaining Sweepstakes and Instant Win Game prizes will be awarded in a random drawing from among all non-suspect entries/Game Plays received as of the date/time of termination; and (b) the Contest winners will be determined from among all eligible, non-suspect Submissions received prior to the date/time of termination on the basis of the Judging Criteria. If more than ten thousand (10,000) eligible, non-suspect Submissions were received prior to the date/time of termination, then Administrator will select ten thousand (10,000) Submissions in a random drawing from among all such Submissions and choose five potential "Contest Grand Prize Winners" (subject to verification of eligibility and compliance with these Official Rules) based on the Judging Criteria described in Rule 4.

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).

9. 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 entrant's parent/legal guardian if entrant is a Minor) 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.

10. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.mondelezinternational.com/Privacy-Policy>.

11. WINNERS LIST: For a list of winners of prizes valued over \$25, visit <https://bit.ly/2TD1bh8>. 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.