belVita Offer Program Official Terms & Conditions

OPEN TO RESIDENTS OF THE 50 UNITED STATES AND D.C., 18 YEARS OF AGE AND OLDER ONLY

1. HOW TO PARTICIPATE: Program begins on December 26, 2024 at 12:00 a.m. Eastern Time ("ET"), ends on March 15, 2025 at 11:59 p.m. ET (the "Program Period") and consists of two (2) phases (each a "Phase") as set forth below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
1 – Make a Qualifying Purchase	December 26, 2024	March 2, 2025
2 – Receipt Upload/Offer Redemption	December 26, 2024	March 15, 2025

Administrator's computer is the official time-keeping device for the Program.

How to Receive Offer: During Phase 1, purchase two (2) qualifying belVita five-count products at any participating retail store location or online in a single transaction on one (1) receipt (each a "Qualifying Purchase"). Online purchases are eligible for this Program. See Appendix A and B for the complete list of qualifying products. Be sure to keep your receipt. Take a photo of your receipt. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase, including the price of the Qualifying Purchase. Then, during Phase 2, visit www.belVitaOffer.com/ (the "Website") or scan the QR Code located on the back of each qualifying product that will direct you to the Website and where prompted, complete and submit the registration form by providing a valid email address and mailing address (P.O. Boxes are not permitted) and upload the image of your receipt. Each receipt may only be used once. Once the receipt is validated, you will receive one (1) \$5.00 digital prepaid card* ("Offer") via email that you may use to purchase coffee or anything of your choice. You will receive an email with a digital link to redeem your offer. You will click the link which will take you to a webpage to redeem your offer. You will fill out the requested information. Once complete, your reward will be available. You will have the option to request a physical if desired or keep digital. If digital, you can use the card numbers on screen to make a purchase online or you can add the reward to your mobile wallet. If physical, a prepaid card will be shipped to the provided address. One (1) Offer per valid receipt. The approximate retail value of the Offer: \$5.00. Limit: One (1) Offer per household.

*Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card.

Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of Offers by using multiple/different email addresses, identities or any other method will result in disqualification of participant. As a condition of receiving an Offer, participant may be required to provide proof of eligibility in any form deemed necessary by Sponsor. Proof of submission of a registration form (whether by screen shot or otherwise) will not be deemed proof of receipt by Sponsor. Offers will be fulfilled no later than six (6) weeks after the conclusion of the Program.

- **2. ELIGIBILITY:** Open to residents of the 50 United States (and D.C) who are 18 years of age or older at the time of participation. Employees of Mondelēz Global LLC ("Sponsor"), Merkle Inc. ("Administrator"), HMT Associates, Inc., MARKS and members of their immediate families (defined as including spouse, biological, adoptive and stepparents, 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 are not eligible to participate in this Program.
- **3. RELEASE:** By participating in this Program, participant (and participant's parent/legal guardian if participant is deemed a minor in the jurisdiction in which s/he resides ("Minor")) agrees to release and hold harmless Sponsor, Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Offer suppliers, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Program, including but not limited to the receipt/non-receipt or use /misuse of an Offer.
- **4. GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. If the Program is terminated prior to the stated end date of the Program Period, only those participants whose registration forms were received by Sponsor as of the date/time of termination will receive an Offer. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program, generally, or to be acting in violation of these Terms and Conditions or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and should such an attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision. All federal, state, and local laws apply to the Program.
- **5. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, printing, human or other errors or by any of the equipment or programming associated with or utilized in the Program; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the registration process or the Program, generally; (iv) technical or human error which may occur in the administration of the Program, the processing of registrations and/or notifications, or the use or attempted use of an Offer; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program.

All Offers are provided "as is" without warranties or guarantees of any kind, express or implied, in fact or in law, on the part of the Sponsor.

- **6. PRIVACY POLICY:** Information collected by Sponsor from participants for Program purposes is subject to the Sponsor's Privacy Policy https://www.mondelezinternational.com/Privacy-Policy.
- **7. WAIVER:** By participating in this Program, participants (and participants' parents/legal guardians if participants are Minors) agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Program 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: (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program but in no event attorneys' fees; and (iii) under no circumstances will participants be permitted to obtain awards for, and participants (and participants' parents/legal quardians if participants are Minors) hereby waive 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 Terms and Conditions, or the rights and obligations of the participant (and participant's parent/legal guardian if participant is a Minor) and Sponsor in connection with this Program, 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 Terms & Conditions 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 Terms & Conditions 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 Program-related materials or notifications and these Terms & Conditions, these Terms & Conditions shall prevail, govern, and control.

- 8. SPONSOR: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.
- **9. PROGRAM ADMINISTRATOR:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

Appendix A

BELVITA BLUEBERRY BREAKFAST BISCUITS, 8.8 oz/ UPC440000282900 BELVITA CINNAMON BROWN SUGAR BREAKFAST BISCUITS 8.8 oz / UPC 440000319500 BELVITA CRANBERRY ORANGE BREAKFAST BISCUITS 8.8 oz / UPC 440000405900

Appendix B- Participating SKUs for Redemption

Product SKU	Product Name
440000282900	8.8Z BELVITA BRK BLUEBERRY 6
440000405900	8.8Z BELVITA BRK CRAN ORANGE 6
440000319500	8.8Z BELVITA BRK CINN BRN SUGAR 6
440000342000	8.8Z BELVITA BRK SFT BANANA BREAD 6
440000319400	8.8Z BELVITA BRK CHOCOLATE 6
440000501500	8.8Z BELVITA BRK TOASTED COCONUT 6
440000630400	8.8Z BELVITA CINN BRN SGR/VAN CRM 6
440000282700	8.8Z BELVITA BRK GOLDEN OAT 6
440000432800	8.8Z BELVITA SNDWCH DARK CHOC 6
440000342200	8.8Z BELVITA BRK SFT CHOC OAT 6
440000800200	8.8Z BELVITA SOFT BAKED CINN OAT 6