

## 2024 NABISCO BACK-TO-SCHOOL SNACK & PLAY 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, 13 YEARS OF AGE AND OLDER ONLY**

**The Promotion is no way sponsored, endorsed, administered by, or associated with X (formerly Twitter) or Facebook. X and Facebook are not affiliated with Mondelēz Global LLC (“Sponsor”) in any way.**

**Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, submitting fraudulent entries (as determined by Sponsor and Administrator in their sole discretion), or to be acting in violation of the Official Rules of this promotion or in an unsportsmanlike or disruptive manner.**

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 July 8, 2024 and ends at 11:59 pm ET on October 31, 2024 ("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 12 packs of Oreo Mini, Ritz Bits Cheese, Chips Ahoy! Mini, or Teddy Grahams Honey (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.NabiscoBackToSchool.com](http://www.NabiscoBackToSchool.com) ("Website") and where prompted, enter your email address. You will receive an email asking to confirm your entry\*. Click on the link included in the email and follow the links and instructions to revisit the promotion Website, follow the links and instructions to complete and submit the registration form, including your first and last name (initials are not sufficient) and email address. You automatically will receive one (1) Sweepstakes entry. To receive one (1) Instant Win Game play, click/tap on the "Super Snack Stash" Activity "Play Now" button. Follow the links and instructions to play the Activity 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 3, 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.NabiscoBackToSchool.com](http://www.NabiscoBackToSchool.com) (again, "Website") and where prompted, enter your email address. You will receive an email asking to confirm your entry\*. Click on the link included in the email and follow the links and instructions to revisit on the Website, follow the links and

instructions to complete and submit the registration form, including your first and last name (initials are not sufficient) and email address. You automatically will receive one (1) Sweepstakes entry. To receive one (1) Instant Win Game play click/tap on the “Super Snack Stash” Activity. Follow the links and instructions to play the Activity 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 3, below).

Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play per day, per email address/person during the Promotion Period. Use of any robotic, automatic, programmed, or similar entry method or the use of any means (such as using more than one (1) email address or inputting fake mailing addresses) to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays per day will void all entries/Game 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 6, 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 the person responsible for 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. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant’s identity.

\*Please ensure that email settings are set up to allow for receipt of email communications from Administrator. Sponsor assumes no responsibility for an undeliverable notification of selection resulting from an undelivered email, any form of active or passive filtering by entrant’s account or email settings, or for insufficient space in an entrant’s account to receive notifications or emails.

By participating, you (or your parent or legal guardian if you are deemed a minor in the jurisdiction in which you reside (“Minor”)) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Promotion. All federal, state, and local laws apply.

**If you choose to enter using a mobile device/scanning 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 Promotion, you can earn bonus Sweepstakes entries, as described below.

**A.) “Lose” the “Super Snack Stash” Activity Instant Win Game:** If you play the Instant Win Game “Super Snack Stash” Activity and receive a “lose” message, meaning you are not a potential winner of an Instant Win Game Prize, you will receive one (1) bonus Sweepstakes entry. Limit: Up to one (1) maximum bonus Sweepstakes entry, per email address/person, per day during the Promotion Period for this method.

**B.) Click on the “Mix ‘n’ Match-Up Activity”:** Click/tap on the Mix ‘n’ Match-Up Activity “Start Matching” button. Select two images at a time to try and find the matching pairs. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: Up to one (1)

maximum bonus Sweepstakes entry, per email address/person, per day during the Promotion Period for this method.

**C.) Click on “Explore” button:** Click/tap on the “Explore” button. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: Up to one (1) maximum bonus Sweepstakes entry, per email address/person, during the Promotion Period for this method.

**D.) Facebook Referral:** Share a message about the Promotion on your Facebook Timeline. The post will contain a unique link to the Sweepstakes. If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Up to ten (10) maximum bonus Sweepstakes entries, per email address/person, during the Promotion Period for this method.

If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link and you haven’t already reached the above-mentioned overall limit, you will receive one (1) bonus Sweepstakes entry.

If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link and you have already reached the above-mentioned overall limit, you will *not* receive one (1) bonus Sweepstakes entry.

**E.) X Share:** Share a message about the Promotion on X. The share message will contain a unique link to the Sweepstakes. If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Up to ten (10) maximum bonus Sweepstakes entries, per email address/person, during the Promotion Period for this method.

If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link and you haven’t already reached the above-mentioned overall limit, you will receive one (1) bonus Sweepstakes entry.

If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link and you have already reached the above-mentioned overall limit, you will *not* receive one (1) bonus Sweepstakes entry.

**F.) Click on the Recipe:** Click/tap on one or both of the two (2) “See Recipe” links. For each recipe you click/tap, you will receive one (1) bonus Sweepstakes entry. Limit: Up to two (2) maximum bonus Sweepstakes entries, per email address/person, during the Promotion Period for this method.

**G.) Click on the Poll:** Click/tap to provide a rating (range is from 1 – 5). Once you are satisfied with your rating, click/tap the “Rate Us” button. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entry, per email address/person, during the Promotion Period for this method.

**2. ELIGIBILITY:** Open only to residents of the 50 United States, D.C., and Puerto Rico 13 years of age or older at the time of entry, except for employees, officers and directors of Mondelēz Global LLC (“Sponsor”), Merkle Inc. (“Administrator”), Momentum Worldwide; HMT Associates, Inc.; Nintendo of America Inc., their respective affiliates, subsidiaries and agencies (collectively “Promotion Parties”), and members of the 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 where prohibited.

**3. 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 bonus entries) on or around November 1, 2024. The potential Sweepstakes winners will be notified at the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total of one hundred twenty-three (123) random, computer-generated winning times during the Promotion Period, one (1) per calendar 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). Potential winners should receive the win email no later than 24-48 hours after the applicable win.

The potential Sweepstakes prize winner (or his/her/their 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 Instant Win Game prize winner will be required to provide his/her/their 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 the potential Sweepstakes Grand Prize winner or a potential winner of an Instant Win Game First Prize 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. Prizes will be fulfilled within approximately eight (8)- ten (10) weeks after the conclusion of the Promotion Period and verification of winners' eligibility and compliance with these Official Rules.

#### **4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

**SWEEPSTAKES: One (1) Grand Prize:** A 4 day/3 night trip for four (winner and three (3) guests) to the U.S.-based theme park of winner's choice (excluding Alaska and Hawaii-based theme parks (if any)). Trip consists of roundtrip coach class air travel for four (winner and three (3) guests) from a major airport nearest the winner's residence to airport nearest chosen theme park on Sponsor designated dates (as determined by Sponsor); 4 day/3 night hotel accommodations (one room, quad occupancy); roundtrip ground transportation between airport/hotel and hotel/theme park; four (4) tickets to theme park (number of days determined by Sponsor in its sole discretion); one (1) Nintendo Switch; one (1) Nintendo eShop download code (valued at up to \$59.99); one (1) backpack; one (1) journal; one (1) lunch box; one (1) tumbler; assorted Nabisco product and \$2,900 in spending money for the winner only. ARV: \$12,590.00. Winner must be able to travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited in its entirety. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. 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 prize package description above, including but not limited to, meals, incidentals, gratuities, other ground transportation, 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 companions must be over the age of majority in the jurisdiction in which they reside 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 least one (1) travel companion must be winner's parent/legal guardian. Travel companions (or their parents/legal guardians if companions are Minors) must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner. 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. ARV of Grand Prize is \$12,590. Actual value may vary based on airfare fluctuations, distance between departure and destination, and the number of guests actually traveling with winner. Winner will not receive difference between actual value and ARV, if any.

**Fifty (50) First Prizes:** Each winner will receive one (1) Super Mario and Nabisco Prize Pack, which includes one (1) Nintendo Switch – OLED Model system; one (1) download code for a digital game for Nintendo Switch as determined by Sponsor; one (1) backpack; one (1) journal; one (1) tumbler; one (1) lunch box and assorted Nabisco product. ARV: \$513.00 each.

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

#### **INSTANT WIN GAME:**

**One hundred twenty-three (123) Prizes:** Each winner will receive one (1) journal; one (1) tumbler; one (1) lunch box; one (1) backpack and assorted Nabisco product. ARV: \$103.00 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. Winner will not receive difference between actual value and ARV, if any. **Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per household.** 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) becomes 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: \$50,909.00.

**5. PUBLICITY:** Acceptance of a prize shall constitute and signify each winner's (and his/her/their 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.

**6. GENERAL RULES:** All income taxes resulting from acceptance of prizes are the responsibility of the winners. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold Promotion Parties, Facebook, X, 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 lost, misdirected, garbled, damaged, incomplete or late Instant Win Game plays or Sweepstakes entries, or for technical, hardware or software malfunctions, 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 by 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 4. 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 4, the intended number of prizes will be awarded in a random drawing from among all prize claims received. 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; 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 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, the 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. 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).

**7. DISPUTES:** Entrant (and entrant's parent/legal guardian if entrant is a Minor) agrees that: (i) 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; (ii) 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 (iii) 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.

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

**9. WINNERS LIST:** For the winner list, please [click here](#). The winners' names 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.

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsor or Administrator only, and NOT to X or Facebook.

Nintendo is not a sponsor, co-sponsor or administrator of this Promotion.