

2020 TRIDENT CHEW TUNES

OFFICIAL RULES

NO PURCHASE NECESSARY

OPEN TO RESIDENTS OF THE 50 U.S., DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 16 YEARS OF AGE AND OLDER ONLY

This promotion (“Promotion”) is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc., Instagram, LLC or Twitter, Inc. Facebook, Instagram, and Twitter are not affiliated with the Sponsor in any way.

Promotion begins at 12:00 a.m. ET on May 14, 2020 and ends at 11:59 p.m. ET on November 1, 2020 (“Promotion Period”). This Promotion consists of both the instant win game (“Instant Win Game”) and the sweepstakes (“Sweepstakes”) described in these Official Rules.

1. TO ENTER AND PLAY: There are three (3) ways to enter the Sweepstakes and one (1) way to enter the Instant win Game: A.) Instagram: During the Promotion Period, locate Trident Spearmint Flavor gum, Trident Tropical Twist Flavor gum, Trident Original Flavor gum, and Trident Watermelon Twist Flavor gum in the 14 stick individual packs, OR the 3ct, 14 stick multipacks (“Qualifying Product”). Using your smart phone or other web-enabled device (“Device”), scan the Promotion’s quick response (“QR”) code featured on the Qualifying Product packaging. From there, the QR code will redirect you to Instagram Stories. Then, interact with the experience to create your “beat video” (“Video”). From your Instagram account (each an “Account”), and post your Video and include the hashtags #Chewtunes, #sweepstakes and #Tridentgum. Your post must contain the hashtags #Chewtunes, #sweepstakes and #Tridentgum in order to qualify as an entry. Once your Video is verified, you will receive one (1) Sweepstakes entry. **B.) Twitter:** Log-in to your Twitter account and post a Tweet and include the hashtags #Chewtunes, #sweepstakes and #Tridentgum. Retweets will not be accepted. Once your Tweet is posted properly, you will receive one (1) Sweepstakes entry. To participate via Rule 1 (A) or Rule 1 (B), above, you must have an Instagram account or Twitter account, as applicable (each a “Social Account”). Your Social Account settings must be set to “unprotected” and/or “public”. The Social Account used to enter must be registered in your name; you may not use a shared or corporate account. If you do not have an Instagram account, visit www.instagram.com or download the free Instagram application and register in accordance with the enrollment instructions for a free account. If you do not have a Twitter account, visit www.twitter.com and register in accordance with the enrollment instructions for a free account. **C.) Website:** **Sweepstakes:** Visit the Promotion microsite: <http://www.Chewtunes.com> (“Website”) and follow the links and instructions to “Choose Your Beat and Vote for your #ChewTunes” by selecting your favorite (“Original”, “Spearmint”, “Tropical” or “Watermelon”). Then, complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Sweepstakes entry. **Instant Win Game:** Then, to play the Instant Win Game, you will be prompted to click on the button labeled “Did I Win?”. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. On subsequent visits, visit the Website and follow the links and instructions to log in, to receive one (1) Sweepstakes entry. Then, to play the Instant Win Game, you will be prompted to click on the button labeled “Did I Win?”. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Winning messages and prize claims are subject to verification by Merkle Inc. Winners in the Instant Win Game and Sweepstakes will be determined at random as described in Rule 3, below.

Limit: You are limited to a total of fifty (50) Sweepstakes entries through Rule 1 (A) and/or Rule 1 (B) per email address/person/Social Account during the entire Promotion Period. Limit one (1) Sweepstakes entry and one (1) Instant Win Game play per day through Rule 1 (C) only, per email address/person during the Promotion Period (See instructions for earning Bonus Entries below.) Use of any robotic, automatic, programmed or similar entry method to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays per day or per Promotion Period, as applicable, will void all entries/Instant Win Game plays and result in disqualification. Sweepstakes Entries that are lost, late, incomplete, illegible or corrupted are void and will not be included in the Sweepstakes drawing described in Rule 3, below.

The following applies to entries submitted via Rule 1 (A) or Rule 1 (B): If any individuals other than yourself appear in the Video, you must have the permission of the individuals (or their parent's or legal guardian's permission if individuals are minors) to use their image in the Video. Proof of such permission may be required at Sponsor's discretion. Uploading any Video further constitutes your (or your parent's/legal guardian's if you are deemed a minor in the state in which you reside ("Minor")) consent to grant the Sponsor certain rights in and to the Video, as described in Rule 6, below. Each Video entered must meet all Video Guidelines (described below) and be different from any Video(s) previously submitted by you. Entry must be made in your name only, regardless of whether others contributed to or appear in the Video. Videos that are found to be copies of other Videos previously entered or to contain content plagiarized from other websites and/or publications, or to contain content prohibited by the Video Guidelines will be void and will result in disqualification of the Video and may also, at the discretion of the Sponsor, result in disqualification of the entrant who submitted the Video.

Video Guidelines: Videos 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, marijuana, illegal drugs, 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 or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission, **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 (for example, music); and (f) contain materials embodying the names, likenesses, Videos, or other indicia identifying any person, living or dead, without permission. By entering a Video you (or your parent/legal guardian if you are a Minor) warrant and represent that: (a) it has not been previously published; (b) it has not received previous awards; (c) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (d) publication of the Video via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant (or his/her parent/legal guardian if entrant is a Minor) will indemnify and hold harmless Sponsor from any claims to the contrary. Any Video that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason will be void and disqualified.

BONUS ENTRIES: After you enter the Promotion via the method outlined in Rule 1 (C), you can earn bonus Sweepstakes entries as described below:

Facebook Referral: Share a message about the Promotion on your Facebook wall. The wall post will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) bonus Sweepstakes entry.
Limit: Up to one (1) bonus Sweepstakes entry, per email address/person/Facebook account, per day during the Promotion Period for this method.

Twitter Referral: Tweet a message about the Promotion on Twitter. The Tweet will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Up to one (1) bonus Sweepstakes entry, per email address/person/Twitter account, per day during the Promotion Period for this method.

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

“Lose” the Instant Win Game: If you play the Instant Win Game and receive a “lose” message, meaning you are not a potential winner of an Instant Win Game Prize, you will receive ten (10) bonus Sweepstakes entries. Limit: Up to ten (10) bonus Sweepstakes entries, per email address/person, per day during the Promotion Period for this method.

2. ELIGIBILITY: Open to residents of the 50 United States, District of Columbia (“D.C.”), and Puerto Rico 16 years of age or older at the time of entry, except for employees of Mondelēz Global, LLC. (“Sponsor”), Merkle Inc. (“Administrator”), HMT Associates, Inc., National Academy of Recording Arts & Sciences, Inc. (GRAMMY Awards®), Digitas, Subvrsive, Inc. their respective affiliates, subsidiaries and agencies (collectively “Promotion Parties”), Instagram, LLC, Twitter, Inc., Facebook, Inc., 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 are not eligible to participate in Promotion. Void outside the 50 United States/D.C. and Puerto Rico, and where prohibited.

3. WINNER DETERMINATION: SWEEPSTAKES: Administrator will select the potential Sweepstakes Grand Prize winner in a random drawing from all eligible entries received through all entry methods combined during the Promotion Period (including bonus entries) on or around November 2, 2020. The potential Sweepstakes Grand Prize winner will be notified by the email address or social media channel used to enter the Promotion. **INSTANT WIN GAME:** There will be two hundred thirty-four (234) 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).

The potential Sweepstakes Grand 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 the stated time period at the time 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. Each potential winner (or his/her parent/legal guardian if winner is a Minor) of an Instant Win Game prize will be required to provide his/her mailing address for prize fulfillment purposes within the stated time at the time of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner. Further, if a potential winner of an Instant Win Game Prize is a Minor, his/her parent or legal guardian will be required to execute and return a Declaration within the stated time period at the time of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner. 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 appropriate manner described above. In the event that a potential winner of a 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. Any prize won by a Minor will be awarded in the name

of the winner's parent/legal guardian. Unclaimed Instant Win Game Prizes 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.

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

SWEEPSTAKES: One (1) Grand Prize: Winner's choice one (1) of the following two (2) options:

- a. A 4-day/3-night trip for two (2) to Los Angeles, California to attend the 63rd GRAMMY Awards® in 2021. Trip consists of roundtrip coach class air travel for two (2) (winner and one (1) guest) from major airport nearest winner's residence (determined by Sponsor in its sole discretion) to Los Angeles, California; 4-days/3-nights hotel accommodations (one room, double occupancy); round-trip ground transportation between destination airport/hotel and hotel/the GRAMMY Awards; two (2) tickets to the GRAMMY Awards; a gift bag and \$2,400 in spending money for the winner only. Winner must travel on the dates determined by Sponsor in its sole discretion 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 or the GRAMMY Awards. 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, 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 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) 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, his/her travel companion must be winner's parent/legal guardian. Travel companion 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 Option (a) is \$10,500. 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.
- b. A \$10,500 check. ARV of Grand Prize Option (b) is \$10,500.

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

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INSTANT WIN GAME: Twenty-five (25) First Prizes: Each winner will receive one (1) Bluetooth stereo turntable and one (1) Trident product. ARV: \$155. **One hundred eighty-four (184) Second Prizes:** Each winner will receive one (1) \$30 streaming music gift card, terms and

conditions apply and one (1) Trident product. ARV: \$35. **Twenty-five (25) Third Prizes:** Each winner will receive one (1) pair of Bluetooth headphones and one (1) Trident product. ARV: \$30.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prize(s) available.

Limit: one (1) Sweepstakes prize and one (1) Instant Win Game prize per email address/person/household. The actual value of electronic 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. No substitutions or transfers of prizes permitted by winners. 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. Total ARV of all prizes (Sweepstakes and Instant Win Game combined) up to: \$21,565. Prizes won by Minors will be awarded to their parents/legal guardians on the Minors' behalf.

5. 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) accept and agree to these Official Rules and the decisions of the Administrator, which shall be final in all matters. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold Promotion Parties, Instagram LLC, Twitter, Inc., Facebook, Inc. and their respective affiliates, directors, officers, shareholders, employees and assigns harmless from and against any and all claims and liability arising out of participation in the Promotion or the use or redemption of prizes (if applicable), and acknowledge and agree that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Acceptance of a prize also constitutes permission to the Promotion Parties to use winners' names, likenesses, and biographical information for marketing purposes in any and all media worldwide without limitation and without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost, late, garbled, damaged, or incomplete Instant Win Game plays, 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 user 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, administration or execution of this Promotion or the transmission, receipt or processing of Sweepstakes entries/ Instant Win Game plays. If due to a computer programming, human or other error, more prizes are claimed than intended to be awarded according to Rule 4, the applicable prize(s) will be awarded in a random drawing from among all valid prize claims received. In no event will Sponsor be liable for more than the stated number of prizes in Rule 4. 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 Instant Win Game or Sweepstakes, the Administrator reserves the right to modify or terminate the Promotion in a manner deemed reasonable by the Administrator, in its sole discretion. If terminated before the stated end date of the Promotion Period, all remaining prizes will be awarded in a random drawing using all non-suspect, eligible entries received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the person named on the registration form, provided s/he is eligible to participate in accordance with these Official Rules. The Promotion is subject to all applicable state, federal and local laws and regulations.

6. RIGHTS IN VIDEOS: In consideration of entrant's Video being submitted for this Promotion and included in the Sweepstakes 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 Video, 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) 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 Video submitted to Sponsor and to make derivative works from such Video. 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 limitation and without further obligation or compensation. 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. 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 Video 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 entrant, 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 Video, and that the only contracts, express or implied, between the Promotion Parties, and entrant are as set forth in these Official Rules. 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, Video and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

7. DISPUTES: Entrant 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 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.

8. WAIVER: By participating in this Promotion, participants (and their parents/legal guardians) waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter.

9. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy http://brands.nabisco.com/MiscContent/privacy_policy.aspx.

10. WINNERS' LIST: For a winner list, visit <http://bit.ly/31O4E9I>. The winner list will be posted after winner confirmation is complete.

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

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

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