

Chips Kicks Sneaker Sweepstakes

OFFICIAL RULES

**NO PURCHASE NECESSARY
MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN TO RESIDENTS OF THE 50 U.S. AND DISTRICT OF COLUMBIA (“D.C.”), 13 YEARS
OF AGE AND OLDER ONLY**

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

1. TO ENTER: Sweepstakes begins at 12:00 am ET on February 10, 2021 and ends at 11:59 pm ET on February 28, 2021 (the “Sweepstakes Period”). Visit www.chipskicks.com (“Website”) and follow the links and instructions to complete the registration form (on first visit only). Then, follow the links and instructions to submit your design input by answering the provided polling questions. After completing the questions, you will receive one (1) Sweepstakes entry. Winners will be chosen at random, as described in Rule 3, below.

Limit: One (1) Sweepstakes entry per email address/person, per day during the Sweepstakes Period. Use of any robotic, automatic, programmed or similar entry method to obtain more than the stated number of entries per day will void your entry/entries and result in disqualification.

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

A.) Facebook Referral: Share a message about the Sweepstakes on your Facebook wall. 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 thirty (30) bonus Sweepstakes entries, per email address/person, during the Sweepstakes Period for this method.

Twitter Share: Tweet a message about the Sweepstakes on Twitter. The Tweet 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 thirty (30) bonus Sweepstakes entries, per email address/person, during the Sweepstakes 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 www.chipskicks.com. If you share the Sweepstakes through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries.

Donation: For each entry received during the Sweepstakes Period (excluding bonus entries), Sponsor will donate \$5 to the Boys and Girls Clubs of America up to a maximum of \$20,000. In addition, Sponsor will donate \$100,000 to the Boys and Girls Clubs of America. See Boys and Girls Clubs of America’s website at <https://www.bgca.org/> to learn more about this charity.

***Please note: Bonus Sweepstakes entries you earn will not generate a donation.**

2. ELIGIBILITY: Sweepstakes is open only to residents of the 50 United States and D.C., who are 13 years of age and older as of the time of entry. Employees of Mondelēz Global, LLC (“Sponsor”), HMT Associates, Inc., SPARK, Inc., Commerce Media Holdings LLC, doing business as NTRK, a Delaware limited liability company, Merkle Inc. (“Administrator”) (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 are not eligible to participate in Sweepstakes. Void where prohibited.

3. SWEEPSTAKES DRAWING: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes, the selection of the potential winners, and all matters related to the Sweepstakes, are final and binding. Administrator will select potential Sweepstakes winners on or around March 1, 2021 in a random drawing from among all eligible entries received. The potential winners will be notified by email. Each potential Sweepstakes prize winner (or his/her parent/legal guardian if winner is deemed a minor in the jurisdiction in which s/he resides (“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. If a potential winner of any prize cannot be contacted, or any notification or prize is rejected or returned as undeliverable, or a potential winner fails to provide any requested information within the required time period, or if a potential winner fails to comply with any of these requirements or with the Official Rules in any way, the potential winner will be disqualified and will forfeit his/her prize, which may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. If necessary, only three (3) such alternate drawings will be held, after which the applicable prize will remain un-awarded if not properly claimed. Potential winners are subject to verification before any prize will be awarded. First and Second Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes and verification of winners. Receiving a prize is contingent upon compliance with these Official Rules.

4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARVs”): ONE (1) GRAND PRIZE: A scholarship to attend the Shoe Surgeon Shoe School, awarded as a digital gift certificate that winner may redeem for the course term of his/her choice in 2021 or 2022. Gift certificate may be time-limited, and use of the certificate is subject to all terms, conditions and policies of the Shoe School. Attendance will be in-person if it is deemed safe and not in violation of any federal, state or local health guidelines in effect as of the dates of attendance. If attendance cannot be in-person for any of the reasons set forth below, it will be virtual, as described below.†

The following prize details apply to in-person attendance: 6 day/5 night trip for two (2) to Los Angeles, CA including roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner’s residence (as determined by Sponsor) to Los Angeles, CA on Sponsor designated dates; 6 days/5 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/Shoe School; a gift bag; one (1) ticket to The Shoe Surgeon Shoe School for the winner only for four (4) days of instruction (complete details: <https://www.thesurgeon.com/collections/school-tour>) and \$3,600.00 in spending money for the winner only. ARV: \$15,600.00.

†If in-person attendance is deemed unsafe due to causes related to Covid 19 or to any other factor, or would be in violation of any federal, state or local health guidelines in effect as of the dates of scheduled attendance, or if the winner (or his/her parent or legal guardian if the winner is a Minor) objects to in-person attendance at the Shoe School for health reasons related to the Coronavirus pandemic, then the winner will participate in the virtual 30-day “Design & Make Custom Sneakers with The Shoe Surgeon” course. For complete details, including the step-by-step curriculum, visit: <https://monthly.com/shoe-surgeon-shoemaking?ref=SHOESURGEON&code=a>. Additional tools and materials will be required to participate in the online course; Sponsor will either award the required tool and materials or one (1) \$600.00 check to be used to purchase the materials and tools (determined by Sponsor in its sole discretion). ARV of virtual attendance: \$1,899.00.

THIRTY (30) FIRST PRIZES: One (1) Chips Ahoy! inspired pair of sneakers designed by the Shoe Surgeon, and assorted Chips Ahoy! product. ARV: \$5,000.00 each.

ONE (1) SECOND PRIZE: A one (1)-year supply of Chips Ahoy! Cookies awarded as twelve (12) packages of Chips Ahoy! Original Cookies (13 oz.). ARV: \$48.00.

For the Grand Prize (if the Shoe Surgeon Shoe School attendance is deemed safe in-person and winner (or his/her parent or legal guardian if winner is a Minor) does not opt out due to health reasons related to the Coronavirus pandemic): In consideration of winner’s acceptance of the Grand Prize and physical attendance at the Shoe School, the winner (and his/her parent or legal guardian if winner is a Minor) agrees to transfer to Sponsor all rights in and to all ideas, creations and contributions made by the winner at the Shoe Surgeon’s Shoe School (“Winner Materials”), including but not limited to all intellectual property rights, and understands and agrees that Sponsor may use, copy, sublicense, transmit, distribute, publicly or privately perform, publish, make derivative works from, edit, modify, delete or display such Winner Materials, or any portion thereof, in commerce and 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. Winner (and his/her parent or legal guardian, if winner is a Minor) agrees that the results and proceeds of such uses shall be the property of Sponsor and/or Sponsor’s licensees and shall be freely assignable by Sponsor, and that Sponsor and its licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above-mentioned rights, information or Winner Materials. Winner (and his/her parent or legal guardian, if winner is a Minor) hereby releases and holds the Sponsor and its licensees harmless from and against any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith, arising from or in connection with any use of the Winner Materials.

Winner (and his/her parent or legal guardian, if winner is a Minor) further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Winner Materials.

For Travel portion of Grand Prize (if the Shoe Surgeon Shoe School attendance is deemed safe in-person and winner (or his/her parent or legal guardian if winner is a Minor) does not opt out due to health reasons related to the Coronavirus pandemic): Winner and travel companion must travel together 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 Grand Prize description above, including but not limited to, other ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, and taxes are the responsibility solely of winner. Travel companion must be over the age of majority in the jurisdiction in which s/he resides unless companion is the minor child or legal ward of the winner. If winner is a Minor, his/her travel companion must be the winner's parent or legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. If winner is a Minor, his/her parent or legal guardian must execute the releases. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to Los Angeles, CA, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded in lieu of air transportation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual prize value may vary based on airfare fluctuations and distance between departure and destination.

For All Prizes: Winners will not be compensated for any difference between the ARV and the actual value of a prize if values differ at the time prize is awarded for any reason. Prizes are non-transferable, and no cash redemption or other substitution will be made except as provided herein or at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or prize component) for one of equal or greater value if the designated prize (or prize component) should become unavailable for any reason. All prizes are awarded "as is" without further warranty of any kind, express or implied, on the part of the Sponsor. Winners agree to look to the manufacturer of the prize, and not the Sponsor or Administrator, for any warranty on the prize or for any damages arising out of acceptance or use of the prize. Winners are responsible for all income or other taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. Limit: one prize per person. Total ARV of all prizes if Grand Prize is in-person: \$165,648.00. Total ARV of all prizes if Grand Prize is virtual: \$151,947.00.

5. PUBLICITY: Acceptance of a 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 Sweepstakes 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: By entering the Sweepstakes, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Administrator. 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 harmless against any and all claims and liability arising out of participation in the Sweepstakes or use or redemption of a prize, including but not limited to participation in prize-related activities and all travel related thereto (if applicable). Promotion Parties are not responsible for: (a) lost, misdirected, garbled, incomplete or late entries; (b) technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications or information whether caused by the sender, or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any human

error; or (c) any error or malfunction that may occur in the transmission, receipt or processing of the entries in this Sweepstakes. Promotion Parties are further not responsible for: (a) unauthorized human intervention in any part of the entry process or the Sweepstakes generally; (b) incomplete or inaccurate information on Sponsor's website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; or (c) electronic or human error that may occur in the administration of the Sweepstakes, or announcement of the winners. If due to a programming or other error, more prizes are claimed than are intended to be awarded according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all legitimate prize claims received. In no event will Sponsor be liable for more than the number of prizes stated in Rule 4. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical or other difficulties compromise the integrity of the Sweepstakes, the Administrator reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated prior to the stated end date/time of the Sweepstakes Period, the prizes will be awarded in a random drawing from among all non-suspect entries received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the name on the online entry form, 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 Sweepstakes 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. WAIVER/ DISPUTES: By participating, 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 Sweepstakes or any prize 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 Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant (and entrant's parent/legal guardian if entrant is a Minor) hereby waives all rights to claim, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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 Sweepstakes-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://disclaimer.mondelezinternational.com/privacy_policy.html.

9. WINNERS' LIST: For a winner list, visit <https://bit.ly/34le7YQ>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Mondelez Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.

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

All trademarks used herein are the property of their respective owners.

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