

# CHIPS AHOY! XBOX PROMOTION

## OFFICIAL RULES

THE PROMOTION CONSISTS OF A SWEEPSTAKES AND AN OFFER.

**NO PURCHASE NECESSARY TO ENTER THE SWEEPSTAKES. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**A PURCHASE IS REQUIRED TO PARTICIPATE IN THE OFFER. THE OFFER INCLUDES DOWNLOADABLE CONTENT. DOWNLOADABLE CONTENT REQUIRES INTERNET ACCESS, XBOX LIVE GOLD MEMBERSHIP, SEA OF THIEVES GAME, AND XBOX ONE OR WINDOWS 10 PC (ALL SOLD SEPARATELY). CODE DOWNLOADABLE THROUGH DECEMBER 31, 2018.**

**OPEN TO RESIDENTS OF THE 50 U.S. AND D.C., 18 YEARS OF AGE AND OLDER ONLY**

**MICROSOFT IS NOT A SPONSOR OF THIS PROMOTION AND IS NOT RESPONSIBLE FOR ITS EXECUTION OR ADMINISTRATION**

Promotion begins at 12:00 am ET on May 1, 2018 and ends at 11:59 pm ET on December 31, 2018 (the "Promotion Period"). The Sweepstakes consists of eight (8) monthly entry periods (each a "Monthly Entry Period") as set forth below.

Monthly Entry Period	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Mail-In Postmark Date	Mail-in Received By Date	Approximate Draw date	Number of Grand Prizes awarded	Number of First Prizes awarded
Month 1	05/01/18	5/31/18	05/31/18	06/07/18	06/11/18	10	40
Month 2	06/01/18	06/30/18	06/30/18	07/07/18	07/11/18	25	100
Month 3	07/01/18	07/31/18	07/31/18	08/07/18	08/11/18	25	100
Month 4	08/01/18	08/31/18	08/31/18	09/07/18	09/11/18	12	48
Month 5	09/01/18	09/30/18	10/01/18	10/08/18	10/12/18	10	40
Month 6	10/01/18	10/31/18	10/31/18	11/07/18	11/11/18	10	40
Month 7	11/01/18	11/30/18	11/30/18	12/07/18	12/11/18	4	16
Month 8	12/01/18	12/31/18	12/31/18	01/07/19	01/11/19	4	16

**1. TO ENTER THE SWEEPSTAKES: There are two (2) ways to enter the Sweepstakes: A.) Make a Qualifying Purchase/Microsite:** During the Promotion Period, visit a participating retail location and purchase a qualifying, specially-marked package of Chip Ahoy! Original Chocolate Chips Cookies (13 oz.), Chips Ahoy! Chewy Chocolate Chips (13 oz.); or Chips Ahoy! Chunky (11.75 oz.) to obtain an on-pack code printed on the back of the packaging (each a "Code"). Then, use a two-way text-messaging capable device and text "CHIPS AHOY" to 35350 to obtain the Promotion URL\* or visit [www.chipsahoyxbox.com](http://www.chipsahoyxbox.com) ("Website"), click on the "ENTER NOW" button on the Website, register (if you haven't already), and follow the onscreen instructions to enter. You automatically will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period

drawing. Non-winning entries will carryover into subsequent Monthly Entry Period drawings, as applicable. **AND/OR B.) Mail-In Alternate Method:** To enter without making a purchase or entering a Code, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Chips Ahoy! Xbox Promotion," c/o HelloWorld, Inc., P.O. Box 5035, Department 835157, Kalamazoo, MI 49003-5035. You automatically will receive one (1) Sweepstakes entry into the applicable Monthly Entry Period drawing. Non-winning entries will carryover into subsequent Monthly Entry Period drawings, as applicable. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked and received by the dates listed in the chart above. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

\*If you request the Promotion URL via text-messaging, you will receive one (1) text message in response from an automated system. **Standard message and data rates may apply.** Text **STOP** to 35350 to stop. Text **HELP** to 35350 to get help. Consent is not required to buy goods and services. **Please consult the terms and conditions in your individual service plan prior to participating via mobile device.** To view the Administrator's Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. To view the Sponsor's Mobile Privacy Policy, see <http://www.mondelezinternational.com/privacy-policy.aspx>

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

**2. HOW TO PARTICIPATE IN THE OFFER:** If you enter the Sweepstakes through the method outlined in Rules 1 (A), you will also participate in the Offer.

The first Code you enter, you will receive the Onyx #1, five (5) days of Xbox Game Pass\*\*, and five (5) days of Xbox Live Gold\*\*\*. ARV of Offer: \$7.08

The second Code you enter, you will receive the Onyx #2 and five (5) days of Xbox Game Pass\*\*. ARV of Offer: \$5.41

The third Code you enter, you will receive the Onyx #3 and five (5) days of Xbox Live Gold\*\*\*. ARV of Offer: \$5.41

The fourth Code you enter, you will receive the Onyx #4, five (5) days of Xbox Game Pass\*\*, and five (5) days of Xbox Live Gold\*\*\*. ARV of Offer: \$8.75

**Downloadable Content: Downloadable content requires internet access, Xbox Live Gold membership, Sea of Thieves game, and Xbox One or Windows 10 PC (all sold separately). Code downloadable through December 31, 2018.**

**\*Timed-exclusive content in the 50 United States and DC. May be available with other offers after the promotional period, and may be available during the promotional period in other territories.**

\*\*Xbox Game Pass codes are redeemable up to thirty (30) days of Xbox Game Pass per account.

\*\*\*Xbox Live Gold codes are redeemable up to thirty (30) days of Xbox Live Gold per account.

Limit: One (1) of each type of Offer. Sponsor reserves the right to substitute an Offer for one (1) of equal or greater value if the designated offer should become unavailable for any reason. 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 using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. The Offers will be fulfilled within 24 hours of Code validation.

**3. ELIGIBILITY:** Promotion is open only to residents of the 50 United States and the D.C., 18 years of age and older as of the time of entry. Employees of Mondelez Global, LLC ("Sponsor"), HelloWorld Inc. ("Administrator"), Tripleclix LLC, their affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of their immediate family or persons living in the same household (whether related or not), are not eligible to participate in Promotion. Void where prohibited.

**4. SWEEPSTAKES DRAWINGS:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. Administrator will randomly select the potential winners from all eligible entries received during the applicable Monthly Entry Period on or around the dates listed above in Rule 1. The potential winners will be notified by email. If a potential winner of any prize cannot be contacted or the prize is rejected or returned as undeliverable, or potential winner fails to comply with these rules and requirements or provide any requested information within the required time period, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after winner selection.

**5. SWEEPSTAKES PRIZES AND APPROXIMATE RETAIL VALUES ("ARVS"):** **One hundred (100) Grand Prizes (see the chart in Rule 1 for Monthly allocation of prizes):** An Xbox One X. ARV: \$500. **Four hundred (400) First Prizes (see the chart in Rule 1 for Monthly allocation of prizes):** A X Box Controller & Sea of Thieves game. ARV: \$120. 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. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received for the applicable Monthly Entry Period. Limit: One (1) prize per person during the Promotion Period. Total ARV of all prizes: \$98,000.

**6. PUBLICITY:** Acceptance of any prize shall constitute and signify each winner's 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, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**7. GENERAL RULES:** All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. All winners will be notified by email after the date of the applicable drawing. If prize notification is returned as undeliverable, or in the event winner does not comply with any requirements, the prizes will be forfeited in their entirety. By entering 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. By accepting prizes, winners (and their parents/legal guardians if winners are minors) agree to hold Promotion Parties, and their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of use or redemption of prize. Acceptance also constitutes permission to the Promotion Parties to use winner's name, likeness (and biographical information) for marketing purposes without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost or late mail, 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 processing of the entries in this Promotion. 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, prize will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entries made by internet will be declared made by the name on the online entry form. All federal and state laws apply.

**8. DISPUTE RESOLUTION:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion or any prize awarded shall be settled by arbitration administered by the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of the participant (and his/her parent/legal guardian if participant is a minor), Administrator, and Sponsor to litigate claims in court and participant (and his/her parent/legal guardian if participant is a minor), Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You (and your parent/legal guardian if you are a minor) agree that you/ your parent/legal guardian will not file any lawsuit against Administrator or Sponsor in any state or federal court and that the Arbitrator will have sole and exclusive jurisdiction over any dispute you/your parent/legal guardian have with Administrator or Sponsor. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You (and your parent/legal guardian if you are a minor) agree that you/your parent will not file a class action or collective action against Administrator or Sponsor, and that you/your parent will not participate in a class action or collective action against them. You (and your parent/legal guardian if you are a minor) agree that you/your parent/legal guardian will not join your claims to those of any other person and that you/your parent/legal guardian will not agree to class or collective procedures in arbitration or the joinder of claims in arbitration. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant, Administrator and Sponsor in connection with the 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 that would cause the application of the laws of any jurisdiction other than the State of Michigan.

**9. 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.

**10. WINNERS' LIST:** For a winner list, visit <http://bit.ly/2iEGxUW>. The winner list will be posted after winner confirmation is complete.

**SPONSOR:** Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.  
**PROMOTION ADMINISTRATOR:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. Microsoft is not a sponsor.