

CHIP'S GOT TALENT

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 U.S., DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 13 YEARS OF AGE AND OLDER ONLY

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

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 May 1, 2021 and ends at 11:59 pm ET on June 30, 2021 ("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 *optionally* purchase "specially-marked" packages of CHIPS AHOY! Original (13 oz), CHIPS AHOY! Chewy (13 oz), CHIPS AHOY! Chunky (11.75 oz) or CHIPS AHOY! Golden Chip (12.4 oz) (each, a "Qualifying Product"). Using your smart phone or other web-enabled device ("Device"), "scan" the Qualifying Product packaging by pointing your Device at the quick response ("QR") code located on the back panel of each Qualifying Product packaging. **Standard message rates and data charges may apply.** Once the logo is recognized, you will be directed to a mobile web page at www.chipsgottalent.com (Promotion "Website"). Follow the links and instructions to interact with your pick of up to four (4) available video experiences in accordance with the provisions of Rule 2, below*, and complete and submit the registration form, including providing a valid email address. By doing so, you automatically will receive twenty-five (25) Sweepstakes entries per video experience. [Please note: You may interact with all four (4) video experiences as many times as you wish, but you will only receive Sweepstakes entries for your first interaction with each.] Then, answer the provided poll question by voting for your favorite Chips! Ahoy flavor. Your vote will constitute an Instant Win Game play, 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 4, 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.chipsgottalent.com ("Website"). Follow the links and instructions to interact with your pick of up to four (4) available video experiences in accordance with the provisions of Rule 2, below*, and complete and submit the registration form, including providing a valid email address. By doing so, you automatically will receive twenty-five (25) Sweepstakes entries, per video experience. [Please note: You may interact with all four (4) video experiences as many times as you wish, but you will only receive Sweepstakes entries for your first interaction with each.] Then, answer the provided poll question by voting for your favorite Chips! Ahoy flavor. Your vote will constitute an Instant Win Game play, 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 4, below).

Limit: Up to one hundred (100) Sweepstakes entries for interacting with the available video experiences per email address/person during the Promotion Period; and one (1) Instant Win Game play for voting for your favorite Chips! Ahoy flavor, per day, per email address/person during the Promotion Period, regardless of method of entry or combination of methods of entry. Use of any robotic, automatic, programmed or similar entry method or the use of any means to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays per day will void all entries/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 7, below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries or Game plays, all of which will be disqualified. In the event of a dispute as to any entry/Game play, the authorized account holder of the email address used to enter 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.

BONUS SWEEPSTAKES ENTRIES: After you enter the Promotion, 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.

B.) 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.chipsgottalent.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.

C.) “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 five (5) bonus Sweepstakes entries. Limit: Up to five (5) bonus Sweepstakes entries, per email address/person, per day via this method during the Promotion Period.

If you choose to enter using a mobile device/scan 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.

2. *SAFE AND APPROPRIATE USE OF AUGMENTED REALITY EXPERIENCE: Be sure to be aware of your surroundings while using the augmented reality services of the experience. **You**

(or your parent/legal guardian if you are deemed a Minor in the jurisdiction in which you reside (“Minor”)) agree that such use is at your own risk and that you will not use the services to violate any applicable law or regulation. You (or your parent/legal guardian if you are a Minor) agree that in conjunction with your use of the augmented reality services you will not make available any unlawful, inappropriate, or commercial content. If the Sponsor or Administrator determine, in their discretion, that an entrant has included any content that is objectionable or inappropriate for inclusion in this Promotion in any way, the entrant will be disqualified and will not be eligible to receive a prize.

In using the augmented reality services, you (or your parent/legal guardian if you are a Minor) agree to maintain safe and appropriate contact with other players and other people in the real world, and agree that you will not: (i) harass, threaten or otherwise violate the legal rights of others; and (ii) trespass or otherwise engage in any activity that may result in personal injury, death, property damage, nuisance, or liability of any kind.

You (or your parent/legal guardian if you are a Minor) agree to release and hold harmless Sponsor (as defined below), Administrator (as defined below), Momentum Worldwide, HMT Associates, Inc., Balti Virtual, POP, Inc., and each of their respective direct or indirect parents, subsidiaries, affiliates, related entities, suppliers, distributors, advertising/promotion agencies and the officers, directors, members, employees, contractors, and agents of each of the foregoing entities from and against any and all losses, liability, illness, injury, claim or cause of action, including, but not limited to, personal injury, death, property damage, nuisance, or liability of any kind, arising out of use of the augmented reality services.

3. 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., Balti Virtual, Publicis Groupe, FremantleMedia North America, Inc., their respective affiliates, subsidiaries and agencies and Instagram, Inc. (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. Void outside the 50 United States/D.C. and Puerto Rico, and where prohibited.

4. WINNER DETERMINATION AND PRIZE CLAIM: SWEEPSTAKES: Administrator will select the potential Sweepstakes Grand Prize winner in a random drawing from all eligible entries received during the Promotion Period on or around July 1, 2021. The potential Sweepstakes Grand Prize winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be one hundred eighty-three (183) random, computer-generated winning times during the Promotion Period; at least one (1) prize will be awarded per 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).

Each potential 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 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. 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, 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 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. Any prize won by a

Minor will be awarded in the name of the winner's parent/legal guardian. 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.

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

SWEEPSTAKES: One (1) Grand Prize: 4 day/3 night trip for four (4) to the 2021 America's Got Talent ("AGT") Finale*. Trip consists of roundtrip coach class air travel for four (4) (winner and three (3) guests) from major airport nearest winner's residence (as determined by Sponsor) to the AGT Finale location on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, quad occupancy or two rooms, double occupancy); four (4) VIP tickets to the AGT Finale; Sponsor to provide roundtrip ground transportation between destination airport/hotel and hotel/AGT Finale; one (1) gift bag and \$1,550 in spending money for the winner only. In addition, winner will receive a year's supply of Chips Ahoy! cookies awarded as twelve (12) packages of Chips Ahoy! Original (13 oz.), one (1) package per month. Winner must travel 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 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 companion must be over the age of majority in the jurisdiction in which s/he resides 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 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. Approximate retail value of Grand Prize is \$11,300.00. 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.

*If the trip portion of the prize cannot be awarded for any reason including Acts of God, acts of terrorism, civil disturbances, work stoppage, COVID-19 or any other natural disaster outside Sponsor's control that may cause the cancellation or postponement of the AGT Finale, then Sponsor will determine, in its discretion, a comparable virtual "VIP" experience or a cash substitute (\$9,252 only) will be awarded in lieu of the trip portion of the prize.

If attendance of the AGT Finale is deemed safe, as set forth above, but the winner declines in-person attendance at the AGT Finale, then the winner will receive a cash substitute (\$9,252 only). Actual cash substitution will be determined by Sponsor in its sole discretion.

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

INSTANT WIN GAME:

QUANTITY	PRIZE DESCRIPTION	ARV
3	One (1) mini projector, a one (1)-year subscription to an online streaming service and one (1) CHIPS AHOY! product	\$210.00
25	One (1) \$30 online music streaming gift card and one (1) CHIPS AHOY! product	\$40.00
25	One (1) pair of bluetooth headphones and one (1) CHIPS AHOY! product	\$38.00
50	One (1) bluetooth speaker and one (1) CHIPS AHOY! product	\$27.00
55	One (1) \$15 online music streaming gift card and one (1) CHIPS AHOY! product	\$25.00
25	One (1) Light Ring cell phone clip and one (1) CHIPS AHOY! product	\$20.00

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 order in which each particular Instant Win Game prize will be awarded will be determined randomly.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person/household. 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) become unavailable. Gift Card prizes and streaming service subscription are subject to the terms, conditions and policies of the issuers. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners (and their parents or legal guardians if winners are Minors) 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. Total ARV of all prizes: \$17,105.00.

6. PUBLICITY: Acceptance of 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 to Sponsor's and its designees' use of 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.

7. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By entering the 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 relating to the Promotion. 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 (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), including but not limited to claims and liability related to events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God and acts of terrorism. Released Parties are not responsible 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 5. 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 5, the intended number of prizes will be awarded in a random drawing from among all valid prize claimants. 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 or other 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. 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 registration 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 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).

8. 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 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.

9. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/privacy_policy.html.

10. WINNERS' LIST: For a list of winners of prizes valued over \$25, visit <https://bit.ly/3fwpgA6>. The winner list 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.