

THE DELICIOUS WISHES GIFT EXCHANGE

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 AND DISTRICT OF COLUMBIA ("D.C."), AND PUERTO RICO, 18 YEARS OF AGE AND OLDER ONLY

This promotion ("Promotion") is in no way sponsored, endorsed, or administered by, or associated with, X or Facebook. X and Facebook are not affiliated with the 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 September 25, 2023 and ends at 11:59 pm ET on December 31, 2023 ("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 Qualifying Signage with quick response ("QR") code with your Device: During the Promotion Period, you may see signage with a QR code. Using your smart phone or other web-enabled device ("Device"), "scan" the code by pointing the camera on your Device at the quick response ("QR") code located on the signage. **Standard message rates and data charges apply.** Once the code is recognized, follow the links and instructions to complete and submit the registration form, including providing a valid email address. On subsequent visits, you need only enter your email address. You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play. You will have the option to either follow the instructions to play the Instant Win Game to receive your Instant Win Game results or you may give up your Instant Win Game play and the Sponsor will donate \$1.00 to Toys for Tots, up to a maximum of \$100,000. See Toys for Tots' website at www.ToysforTots.org to learn more about the charity.

If you decide to play the Instant Win Game and receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. If you decide to play the Instant Win Game but do not become a potential winner of an Instant Win Game prize, you will receive one (1) additional Sweepstakes entry.

If you decide to give up your Instant Win Game play for the Sponsor to donate \$1.00 to Toys for Tots up to a maximum of \$100,000), you will receive one (1) additional Sweepstakes entry**.

Next, there will be recipes displayed on the Website. Follow the links and instructions to click on one (1) of the recipes to earn one (1) additional Sweepstakes entry. On subsequent visits, you must click on a different recipe to earn one (1) additional Sweepstakes entry (subject to the limitation set forth below). 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).

****Mail-in for Additional Entries: To earn additional Sweepstakes entries without giving up your Instant Win Game play,** legibly print on a piece of paper, your name, street address, city, state, ZIP Code, daytime phone number, email address, and date-of-birth, and mail it in a #10

stamped envelope with proper postage affixed to: DELICIOUS WISHES GIFT EXCHANGE, P.O. Box 5021, Department: 857698, Kalamazoo, MI 49003-5021. Mail-in entries must be postmarked by January 2, 2024 and received by January 9, 2024. If properly completed, submitted and received, you will receive one (1) entry into the Sweepstakes drawing, subject to the maximum for such entries set forth below. Proof of mailing does not constitute proof of receipt.

B.) Visit Microsite from a Desktop Computer or Directly from Your Device Without Scanning: During the Promotion Period, first visit www.DeliciousWishesGiftExchange.com ("Website"). Once on the Website, follow the links and instructions to complete and submit the registration form, including providing a valid email address. On subsequent visits, you need only enter your email address. You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play. You will have the option to either follow the instructions to play the Instant Win Game to receive your Instant Win Game results or you may give up your Instant Win Game play and the Sponsor will donate \$1.00 to Toys for Tots (up to a maximum of \$100,000). See Toys for Tots' website at www.ToysforTots.org to learn more about the charity.

If you decide to play the Instant Win Game and receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. If you decide to play the Instant Win Game but do not become a potential winner of an Instant Win Game prize, you will receive one (1) additional Sweepstakes entry.

If you decide to give up your Instant Win Game play for the Sponsor to donate \$1.00 to Toys for Tots (up to a maximum of \$100,000), you will receive one (1) additional Sweepstakes entry**.

Next, there will be recipes displayed on the Website. Follow the links and instructions to click on one (1) of the recipes to earn one (1) additional Sweepstakes entry. On subsequent visits, you must click on a different recipe to earn one (1) additional Sweepstakes entry (subject to the limitation set forth below). 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).

****Mail-in: To earn additional Sweepstakes entries without giving up your Instant Win Game play,** print on a piece of paper, your name, street address, city, state, ZIP Code, daytime phone number, email address, and date-of-birth, and mail it in a #10 stamped envelope with proper postage affixed to: DELICIOUS WISHES GIFT EXCHANGE, P.O. Box 5021, Department: 857698, Kalamazoo, MI 49003-5021. Mail-in entries must be postmarked by January 2, 2024 and received by January 9, 2024. If properly completed, submitted and received, you will receive one (1) entry into the Sweepstakes drawing, subject to the maximum for such entries set forth below. Proof of mailing does not constitute proof of receipt.

Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play, per day, per email address/person during the Promotion Period for registering or logging in; one (1) additional Sweepstakes entry each time you receive an Instant Win Game lose message during the Promotion Period; one (1) additional Sweepstakes entry per day for clicking on a recipe link you haven't already clicked, up to twenty (20) total additional Sweepstakes entries per email address/person during the Promotion Period; up to ninety-eight (98) additional Sweepstakes entries during the Promotion Period for either giving up your Instant Win Game play, sending in mail-in entries in lieu thereof or a combination of the two methods, as outlined above. 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/Game plays and result in disqualification. Released Parties (as defined in Rule 6, below) are not responsible for lost, late, damaged, illegible, incomplete, invalid, unintelligible, postage-

due, misdirected or otherwise non-compliant 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/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.

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 ten (10) 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.

B.) X Share: Post a message about the Sweepstakes on X. 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) 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.

Your Facebook and/or X Share message must be posted to your Facebook or X account (as applicable) through the Website www.DeliciousWishesGiftExchange.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.

Use of any robotic, automatic, programmed, or similar entry method to enter, or the posting/uploading of more than the stated limits on Facebook Referrals/X Shares per person/email address/Facebook or X Account will void all such entries/Referrals/Shares and result in disqualification of the entrant. **If you enter using a mobile device, standard data fees may apply.** See your wireless provider for pricing plan details. A mobile device is not required to participate.

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 Administrator, which shall be final in all matters relating to this Sweepstakes.

2. ELIGIBILITY: Open only to residents of the 50 United States, D.C., and Puerto Rico 18 years of age or older at the time of entry, except for employees, officers and directors of Mondelēz Global LLC (“Sponsor”), Merkle Inc. (“Administrator”), HMT Associates, Inc., Publicis Groupe SA, Media Monks, The Martin Agency, VaynerMedia LLC., East/West, 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 winner in a random drawing from all eligible entries received during the Promotion Period (including additional and bonus entries) on or around January 16, 2024. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total 1,019 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 winner (or his/her parent/legal guardian if winner is a Minor) of a prize valued at or over \$600.00 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 (including additional and bonus entries). Each potential winner of a physical Instant Win Game prize will be required to provide his/her 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 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/Game plays. If necessary, this process will be repeated up to three (3) times, after which the prize will not be awarded if it remains unclaimed. 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. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”):

SWEEPSTAKES: One (1) Grand Prize: A \$10,000.00 check. ARV: \$10,000.00 check payable to winner. Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period, including all additional and bonus entries.

INSTANT WIN GAME:

Prize Description	Quantity	ARV per prize
His and hers bike set and product	1	\$1,214.00

\$1,000 vacation rental gift card and product	1	\$1,019.00
\$800 airline gift card and product	1	\$819.00
Bike and product	1	\$610.00
Gaming system and product	1	\$510.00
VR headset and product	1	\$440.00
Portable bonfire pit and product	1	\$406.00
Smart TV and product	1	\$419.00
Luggage set and product	1	\$350.00
Tablet and product	1	\$335.00
Portable gaming system and product	2	\$305.00
A robotic vacuum cleaner and product	3	\$280.00
\$250 prepaid reward card and product	10	\$255.00
Electric scooter and product	5	\$215.00
Air fryer and product	1	\$205.00
Mini projector and product	3	\$205.00
Bluetooth headphones and product	3	\$359.00
\$200 home improvement gift card and product	2	\$205.00
\$200 spa gift card and product	2	\$205.00
Air hockey table and product	1	\$214.00
\$180 cooking class gift card and product	5	\$191.00
Instant camera & accessory pack and product	5	\$150.00
Family matching pajamas for 4 (2 adults and 2 kids; sizes determined by Sponsor in its sole discretion) and product	15	\$509.00
Laser tag set and product	12	\$140.00
Holiday baking set and product	15	\$53.00
\$100 movie theater gift card and product	15	\$114.00
Holiday product pack	30	\$72.00
Branded indoor camping kit and product	10	\$133.00
Branded charcuterie tray and product	10	\$43.00
Branded throw blanket and product	10	\$55.00
Wireless charging station and product	5	\$48.00
Branded hoodie and product	50	\$50.00
Set of two (2) mini waffle makers and product	10	\$35.00
Branded slippers and product	75	\$23.00
Pair of branded socks and product	75	\$18.00
Branded candle and product	10	\$20.00
Branded beanie and product	100	\$19.00
Holiday product pack	525	\$5.50

All prizes that include a “product” as outlined in the above table refers to a NABISCO product of Sponsor’s choosing.

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.

For all Prepaid Card Prizes: Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card.

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.

Prize details are determined by Sponsor in its sole discretion. Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person. 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. Terms and conditions of gift cards apply. 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 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: \$53,276.

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, statements 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. 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 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. 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 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, 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. 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).

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 a list of winners of prizes valued over \$25, please [click here](#). 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.