

FAMILY DOLLAR CHIPS AHOY! XBOX PROMOTION

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.”), 18 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 August 9, 2020 and ends at 11:59 pm ET on October 31, 2020 (the “Sweepstakes Period”). Visit FamilyDollarChipsAhoy.com (“Website”) and follow the links and instructions to complete the registration form (on first visit only). You will receive one (1) Sweepstakes entry. On subsequent visits, follow all instructions to complete and submit an 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. Potential winners are subject to verification before any prize will be awarded.

2. ELIGIBILITY: Sweepstakes is open only to residents of the 50 United States and D.C., who are 18 years of age and older as of the time of entry. Employees of Mondelēz Global, LLC (“Sponsor”), Phoenix Creative, Family Dollar, Inc., HMT Associates, Inc., 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 November 2, 2020 in a random drawing from among all eligible entries received. The potential winners will be notified by email. 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 forfeits his/her prize and an alternate winner may be selected in a random drawing from among all remaining eligible entries. Receiving 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 if necessary to award any unclaimed prize, after which the prize will remain un-awarded if not properly claimed. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes and verification of winners.

4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARVS”): FIVE (5) GRAND PRIZES: An Xbox Series X console which includes an Xbox wireless controller. ARV: \$560.00 each. TEN (10) FIRST PRIZES: An Xbox wireless controller. ARV: \$59.99 each. FIFTY (50) SECOND PRIZES: An Xbox Game Pass Ultimate 1-month code (terms and conditions apply). ARV: \$14.99 each.

For All Prizes: 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. Winner will not be compensated for any difference between the ARV and the actual value of a prize at the time it is awarded. Prizes are non-transferable, and no cash 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. 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 during the Sweepstakes Period. Limit: one prize per person. Total ARV of all prizes: \$4,149.40.

5. PUBLICITY: Acceptance of prize shall constitute and signify each winner’s (and his/her parent’s or legal guardian’s if winner is deemed a minor in his/her state of residence (“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: All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. By entering 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 prize (if applicable). Promotion Parties are not responsible for lost, misdirected, garbled or late 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 Sweepstakes, or by any human error, which may occur in the transmission, receipt or processing of the entries in this Sweepstakes. Promotion Parties are further not responsible for: unauthorized human intervention in any part of the entry process or the Sweepstakes 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 Sweepstakes, or announcement of the winners. If due to a programming or other error, more prizes are claimed than 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 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 stated end date/time, 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: By entering this Sweepstakes, participants (and their parents/legal guardians, if participants are Minors) 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. **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 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/2RJED7L>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.
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 or Twitter.