

NUTTER BUTTER GET YOUR NUTTY GAME ON INSTANT WIN AND SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

OPEN TO RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA ("D.C."), AND PUERTO RICO, 13 YEARS AND OLDER ONLY

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook. Twitter and Facebook are not affiliated with the Sponsor (as defined below) in any way.

This promotion ("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 June 8, 2020 and ends at 11:59 pm ET on July 31, 2020 ("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: During the Promotion Period, visit <http://www.nutterbutter.com> ("Website") and follow the links and instructions to complete and submit the registration form, including providing a valid email address. You will automatically receive one (1) Sweepstakes entry and advance to the Instant Win Game page and one (1) Instant Win Game play. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Prizes are subject to verification by Merkle Inc. Winners will be determined through random processes (see Rule 3, below). If you are not a winner of an Instant Win Game prize, you will receive one (1) bonus Sweepstakes entry. You may optionally follow the links and instructions to add hair, glasses and accessories to the provided virtual Nutter Butter cookie. Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play, per day, per email address/person during the Promotion Period; unless entrant is not a potential winner of the Instant Win Game that day, in which case, entrant will also receive one (1) bonus Sweepstakes entry because entrant did not win an Instant Win Game prize. 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.

BONUS SWEEPSTAKES ENTRIES: After you enter the Promotion, you can earn bonus Sweepstakes entries, as described below. Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website. If you share the Promotion through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries.

Facebook Referral: Share a message about the Promotion on your Facebook wall. The wall post will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Twenty (20) bonus Sweepstakes entries, per email address/person, during the Promotion Period via this method of entry.

Twitter Share: Tweet a message about the Promotion on Twitter. The Tweet will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Twenty (20) bonus Sweepstakes entries, per email address/person, during the Promotion Period via this method of entry.

Photo Upload: Take a photo of you with Nutter Butter cookies and/or Nutter Butter packaging (“Photograph”). To enter without making a purchase, take a picture of yourself with the image provided at <https://go.aws/3cLIY2J> (“Photograph”). Then, during the Promotion Period, visit the Website and follow the links and instructions to upload your Photograph to receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entry per email address/person, per day, during the Promotion Period via this method of entry.

Acceptable formats for the photo are .gif, .png, .tiff, .bmp, and .jpeg. If any individuals other than yourself appear in the Photograph, you must have the written permission of all such individuals to use their names and/or photographs/likenesses in the Photograph. Proof of permission may be required as a condition of participation. **No persons who are deemed minors in the states in which they reside (“Minors”) may be included in a Photograph, subject to the following limited exceptions: A Minor may appear in a Photograph, only if: (a) Minor is the child or legal ward of the entrant; (b) entrant has permission from the Minor(s) parent or legal guardian; or (c) if Minor is the entrant, the Minor has received permission from a parent or legal guardian to post the Photograph. Proof of permission may be required at any time in a form deemed appropriate by Sponsor.** Only the entrant who submitted a winning Photograph will receive a prize (subject to verification); others depicted in the Photograph will not receive a prize. Each Photograph must be different from any others that were previously submitted, and must comply with the Photograph Guidelines described below. Entries will not be judged.

Photograph Guidelines: Photographs cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, overconsumption or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain or reference trademarks, logos (except Sponsor’s) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor’s) of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others without permission; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By entering a Photograph you warrant and represent that: (a) it has not been previously published; (b) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (c) publication of the Photograph via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless Sponsor from any claims to the contrary. Any Photograph that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason will be disqualified.

2. ELIGIBILITY: Open 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., Twitch Interactive, a subsidiary of Amazon, their respective affiliates, subsidiaries and agencies (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., Puerto Rico and where prohibited.

3. WINNER DETERMINATION:

SWEEPSTAKES: Administrator will randomly select the potential Sweepstakes Grand Prize winners from all eligible entries received during the Promotion Period (including bonus entries) on or around August 3, 2020. The potential Sweepstakes winners will be notified by the email address used to enter the Promotion.

INSTANT WIN GAME: There will be seventy (70) 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.

Each potential winner, (or winner's parent/legal guardian if winner is a minor in their state of residence ["Minor"]), must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within the stated time period at the time 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/plays. 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. In the event that a potential winner of a prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by a random drawing from among all remaining eligible entries. Any prize won by a Minor will be awarded in the name of the winner's parent/legal guardian. 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.

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

SWEEPSTAKES: Two (2) Grand Prizes: Gaming room makeover includes one (1) gaming desktop computer and one (1) monitor, one (1) external CD/DVD drive, one (1) Bluetooth speaker system, one (1) gaming desk, one (1) gaming chair, one (1) pair of wireless gaming headphones, one (1) gaming keyboard and one (1) mouse, a \$150.00 gaming gift card (terms and conditions apply), assorted Nutter Butter products (determined by Sponsor), and \$1,500.00 in spending money. Prize also includes a virtual meet and greet with a gamer (all details are determined by Sponsor in its sole discretion). ARV: \$7,500.00 per prize. Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period (including bonus entries).

INSTANT WIN GAME: Five (5) First Prizes: One (1) gaming console, one (1) gaming headset, one (1) T-shirt and Nutter Butter assorted products (determined by Sponsor). ARV: \$670.00 per prize. **Sixty-Five (65) Second Prizes:** One (1) Smart Pad, (1) T-shirt, (1) pair of socks, (1) \$60 gaming gift card and Nutter Butter assorted products (determined by Sponsor). ARV: \$103.00 per prize. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prize(s) available.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize per email address/person. 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. Winners will not be compensated for any difference between the stated ARV and the actual value of a prize at the time the prize is awarded. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute prizes (or portions thereof) of equal or greater value if advertised

prizes (or portions thereof) become unavailable. All prizes are awarded "as is" without further warranty of any kind, express or implied, in fact or in law, on the part of the Sponsor. Winners (and their parents/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: \$25045.00.

5. 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) accept and agree to these Official Rules and the decisions of the 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 Twitter, Inc., Facebook, Inc., Promotion Parties, their respective affiliates, directors, officers, shareholders, employees and assigns harmless from and against any and all claims and liability arising out of participation in the Promotion or the use or redemption of prizes (if applicable). Acceptance also constitutes permission to the Promotion Parties to use winners' names, likenesses, and biographical information for marketing purposes in all media worldwide, without limitation or further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost, late, garbled, damaged, or incomplete 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. If due to a computer programming or other error, more prizes are claimed than intended to be awarded according to Rule 4, prizes will be awarded in a random drawing from among all valid prize claims received. In no event will Sponsor be liable for more than the stated number of prizes 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, in its sole discretion. If terminated, all prizes will be awarded in a random drawing using 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, entries will be declared made by the person named on the registration form, provided that the individual is eligible to participate in accordance with these Official Rules. All federal and state laws apply.

6. RIGHTS IN PHOTOGRAPHS: In consideration of entrant's Photograph being submitted for this Promotion and included in the prize drawing, each entrant (and entrant's parent or legal guardian, if entrant is a Minor) hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, edit, delete or display such Photograph, or any portion thereof, 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. Each entrant (and entrant's parent or legal guardian, if entrant is a Minor) authorizes the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner they see fit, the Photograph submitted to Sponsor and to make derivative works from such material. Each entrant (and entrant's parent or legal guardian, if entrant is a Minor) agrees that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees, and shall be freely assignable by Sponsor and that the Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Each entrant (and entrant's parent or legal guardian, if entrant is a Minor) releases the Promotion Parties and each of their respective assignees and licensees, from 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. Each entrant (and entrant's parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Sweepstakes, including, without limitation, the entrant's decision to provide the entrant's Photograph to Sponsor for purposes of the Sweepstakes, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and Entrant, does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Photograph, and that the only contracts, express or implied, between the Promotion Parties, and entrant are as set forth in these Official Rules. In addition, by participating in the Sweepstakes, each entrant (and entrant's parent or legal guardian, if entrant is a Minor) hereby grants permission for the Promotion Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

7. DISPUTES AND WAIVER: 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) to the extent allowed by applicable law, 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.

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 list of winners, visit <http://bit.ly/2QDDKxG>. The winner list will be posted after winner confirmation is complete.

10. SPONSOR: Mondelez Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

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

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