

## HAPPIER TOGETHER: SNAP, SHARE, AND YOU COULD WIN!

### OFFICIAL RULES

**NO PURCHASE NECESSARY. Making a purchase will not increase your chances of winning.**

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

**The Sweepstakes is no way sponsored, endorsed, administered by, or associated with Twitter or Instagram. Twitter and Instagram are not affiliated with Mondelēz Global LLC (“Sponsor”) in any way.**

Last modified: March 24, 2020. Please do not feel obligated to include a group of people in light of the current social distancing mindset. See changes to the To Enter section below.

**1. TO ENTER:** The Sweepstakes begins at 12:00 am ET on March 15, 2020 and ends at 11:59 pm ET on July 31, 2020 (the “Sweepstakes Period”). There are twenty (20) weekly entry periods (each a “Weekly Entry Period”), each of which has a corresponding prize drawing. Each Weekly Entry Period begins each Sunday during the Sweepstakes Period at 12:00 am ET and ends the following Saturday during the Sweepstakes Period at 11:59 pm ET, except the last Weekly Entry Period which starts on Sunday, July 26, 2020 at 12:00 am ET and ends on Friday, July 31, 2020 at 11:59 pm ET. There is also a grand prize entry period (the “Grand Prize Entry Period”) which coincides with the Sweepstakes Period.

To participate you must have a Twitter or Instagram account (“Social Account”). Your Social Account settings must be set to “unprotected” and/or “public” for your Tweets or posts to be viewable by Sponsor and its agents. Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<https://help.instagram.com/478745558852511/>). **Standard message and data rates may apply.** Your account must be a personal account; it may not be a corporate or shared account.

During the Sweepstakes Period, entrants must take the following actions on Instagram, Twitter, and/or Online to enter the Sweepstakes:

- a. **Instagram:** Take all the following actions: (i) Follow @chipsahoy on Instagram; and (ii) post a photo that you have created of yourself and people who make you happiest and include the hashtags #chipsahoy, #happiertogether, and #sweepstakes within the original Instagram caption and post. Your photo must also include a Chips Ahoy! Product. **OR** post a photo that you have created of yourself with a Chips Ahoy! Product and include the hashtags #chipsahoy, #happiertogether, and #sweepstakes within the original Instagram caption and post.

Entries that do not include all three of the above hashtags will be disqualified. You may optionally tag or @mention your friends/family members who appear in your photo/caption. **NOTE:** Instagram Stories or posts where the hashtags are in comments, rather than the caption will not be deemed entries. You will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and subsequent Weekly Entry Periods’ drawings (as long as your entry is not selected as a winner), and one (1) Sweepstakes entry into the Grand Prize drawing, for a valid post. (See Rule 4 for details)

of drawings.) Minors must have permission from a parent or legal guardian to enter via this method.

- b. Twitter: Take all the following actions: (i) Follow @chipsahoy on Twitter; and (ii) Tweet a photo that you have created of yourself and people who make you happiest and include the hashtags #chipsahoy, #happiertogether, and #sweepstakes within the original Tweet. Your photo must also include a Chips Ahoy! product. **OR** Tweet a photo that you have created of yourself with a Chips Ahoy! Product and include the hashtags #chipsahoy, #happiertogether, and #sweepstakes within the original Instagram caption and post.

Entries that do not include all three of the above hashtags will be disqualified. You may optionally @mention your friends/family members who appear in the photo in your caption. You will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and subsequent Weekly Entry Periods' drawings (as long as your entry is not selected as a winner), and one (1) Sweepstakes entry into the Grand Prize drawing, for a valid Tweet. (See Rule 4 for details of drawings.) Minors must have permission from a parent or legal guardian to enter via this method.

- c. Online: To enter without making a purchase, visit <http://happiertogetherca.com> ("Website") and follow the links and instructions to complete the registration form (on first visit only). You will receive one (1) Sweepstakes entry into the applicable Weekly Entry Period drawing and subsequent Weekly Entry Periods' drawings (as long as your entry is not selected as a winner), and one (1) Sweepstakes entry into the Grand Prize drawing. Thereafter when you visit the Website, you need only to provide the email address used to enter the Sweepstakes on the first visit.

If you enter on Instagram or Twitter: Hereafter, a valid photo and any content in it will be referred to as your "Submission." Your Submission may include other people. If any individuals other than yourself appear in the Submission, you must have the written permission of all such individuals to use their names and/or photographs/likenesses in the Submission. 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 Submission, subject to the following limited exceptions: A Minor may appear in a Submission, only if: (a) he/she 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 his/her parent or legal guardian to post the Submission. Proof of permission may be required at any time in a form deemed appropriate by Sponsor.** Only the entrant whom submitted a winning Submission will receive a prize (subject to verification); others depicted in the Submission will not receive a prize. Each Submission must be different from any others you have previously submitted and must comply with the Submission Guidelines described in Rule 2, below. Use of any robotic, automatic, programmed or similar entry method to enter, or the posting /Tweeting of more than one (1) Submission/entry per person/email address/Social Account per day will void all such entries 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. Entries will not be judged.

By participating, you (or your parent or legal guardian if you are deemed a minor in the State 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.

**Limit one (1) entry per person/email address/Social Account per day during the Sweepstakes Period, regardless of the method of entry or combination of methods of entry.**

**2. SUBMISSION GUIDELINES:** Submission 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, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain trademarks, logos (except Sponsor’s) or trade dress owned by others, 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; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By uploading a Submission you (and your parent/legal guardian if you are a Minor) warrant and represent that: (a) it has not received previous awards; (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; (c) the other participants depicted in the Submission, if any, have given written consent to its entry into the Sweepstakes and use as contemplated by these Official Rules; and (d) publication of the Submission 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 Submission 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. Sponsor is not responsible for lost, late, incomplete or otherwise non-compliant entries, which will be disqualified.

**3. 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 of Mondelēz Global, LLC (“Sponsor”), Merkle Inc. (“Administrator”), Momentum Worldwide, HMT Associates, Inc., and 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 and D.C., Puerto Rico, and where prohibited.

**4. SWEEPSTAKES DRAWINGS:**

**Weekly Entry Period Drawings.** On or about the business day immediately following the end of each Weekly Entry Period, Administrator will conduct a random drawing from among all eligible entries received during that Weekly Entry Period through all entry methods combined, to select the number of winners outlined below (see Rule 5 for prize descriptions). Non-winning Weekly Entry Period entries will be included in drawings for subsequent Weekly Entry Periods’ Drawings.

| <b>Weekly Entry Period</b> | <b>Start Date at 12:00 am ET</b> | <b>End Date at 11:59 pm ET</b> | <b>Number of First Prize(s) awarded per Weekly Entry Period</b> | <b>Number of Second Prize(s) awarded per Weekly Entry Period</b> |
|----------------------------|----------------------------------|--------------------------------|---|--|
| 1                          | 3/15/2020                        | 3/21/2020                      | 4   | 1  |
| 2                          | 3/22/2020                        | 3/28/2020                      | 2   | 1  |
| 3                          | 3/29/2020                        | 4/4/2020                       | 3   | 1  |
| 4                          | 4/5/2020                         | 4/11/2020                      | 3   | 1  |
| 5                          | 4/12/2020                        | 4/18/2020                      | 3   | 1  |

|    |           |           |   |   |
|----|-----------|-----------|---|---|
| 6  | 4/19/2020 | 4/25/2020 | 3 | 1 |
| 7  | 4/26/2020 | 5/2/2020  | 3 | 1 |
| 8  | 5/3/2020  | 5/9/2020  | 3 | 1 |
| 9  | 5/10/2020 | 5/16/2020 | 3 | 1 |
| 10 | 5/17/2020 | 5/23/2020 | 2 | 1 |
| 11 | 5/24/2020 | 5/30/2020 | 3 | 1 |
| 12 | 5/31/2020 | 6/6/2020  | 3 | 1 |
| 13 | 6/7/2020  | 6/13/2020 | 3 | 1 |
| 14 | 6/14/2020 | 6/20/2020 | 3 | 1 |
| 15 | 6/21/2020 | 6/27/2020 | 3 | 1 |
| 16 | 6/28/2020 | 7/4/2020  | 3 | 1 |
| 17 | 7/5/2020  | 7/11/2020 | 2 | 1 |
| 18 | 7/12/2020 | 7/18/2020 | 2 | 1 |
| 19 | 7/19/2020 | 7/25/2020 | 2 | 1 |
| 20 | 7/26/2020 | 7/31/2020 | 4 | 1 |

**Grand Prize Drawing.** On or about August 3, 2020 Administrator will conduct a random drawing from among all eligible entries received during the entire Sweepstakes Period, through all entry methods combined, to select one (1) Grand Prize winner (see Rule 5 for prize description).

Drawings will be conducted by Administrator. If a potential winner entered via a Social Account, s/he will be notified via the applicable Social Account by @chipsahoy after the date of the drawing in which s/he was selected. If a potential winner entered online, s/he will be notified via email after the date of the drawing in which s/he was selected.

The Grand Prize winner (or winner's parent/legal guardian if winner is a Minor) will be required to complete, sign, and return a Declaration of Compliance, Liability Release and (where permissible) Publicity Release (collectively, a "Declaration") within five (5) days of the date notification is sent, or prize will be forfeited. Each potential First Prize and Second Prize winner (or winner's parent/legal guardian if winner is a Minor) 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 prize will be forfeited. If prize notification is returned as undeliverable, or in the event winner does not comply with any other requirements, the prize will be forfeited in its entirety. If a potential winner cannot be contacted or fails to provide the requested information within the required time period, the potential winner forfeits the prize in its entirety. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits a prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries in the applicable drawing pool. Only three (3) alternate drawings will be held, if necessary, after which any unclaimed prize will remain un-awarded. First and Second will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes and verification of winners' eligibility and compliance with these Official Rules.

## **5. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”):**

**One (1) Grand Prize:** 5 day/4 night trip for six (6) to Honolulu, HI. Trip consists of roundtrip coach class air travel for six (winner and five (5) guests) from major airport nearest winner's residence (as determined by Sponsor) to Honolulu, HI on Sponsor designated dates; 5 days/4 nights hotel accommodations (two rooms, quad occupancy); roundtrip ground transportation between destination airport/hotel; a gift bag for winner only; and \$2,000.00 in spending money for the winner only. ARV: \$17,900.00.

**Fifty-Seven (57) First Prizes:** One (1) instant print camera and assorted Chips Ahoy! product. ARV: \$95.00 per prize.

**Twenty (20) Second Prizes:** One (1) Duffle Bag and assorted Chips Ahoy! product. ARV: \$46.00 per prize.

For Travel Prize: 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 Grand Prize description above, including but not limited to, other ground transportation, meals, incidentals, gratuities, 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(s) must be eighteen (18) years of age or older (or the age of majority in his/her state of residence if majority age is over 18) 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, one of his/her travel companions must be winner's parent/legal guardian. Travel companion(s) (or winner, if travel companion is winner's child or legal ward) must execute liability/publicity releases prior to issuance of travel documents. **If international travel, winner and travel companion(s) are solely responsible for obtaining valid passports and any other documents necessary for international travel at the time of entry.** Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to chosen city, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded in lieu of air transportation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value, if any. Total cost of airfare and hotel may not exceed \$17,900. If total costs are less than \$17,900, winner will not be awarded the difference in cash or any form.

**Limit one (1) Sweepstakes prize per email address/person/Social Account.** Odds of winning a Sweepstakes Grand Prize depend on the number of eligible entries received during the entire Sweepstakes Period; odds of winning a Sweepstakes First Prize, Second Prize, and Third Prize depend on the number of eligible entries received during the applicable Weekly Entry Period and all preceding Weekly Entry Periods. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute prizes of equal or greater value if advertised prizes become unavailable. All prizes are awarded "as is" without further 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 suppliers of the prize components, 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. No more than the stated number of prizes will be awarded for any reason. Total ARV of all prizes: \$24,235.00.

**6. RIGHTS IN SUBMISSIONS:** In consideration of entrant's Submission being entered in this Sweepstakes and included in the applicable Sweepstakes prize drawing(s), each entrant (and his/her 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 or privately perform, publish, edit, delete or display such Submission, 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 his/her 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 Submission submitted to Sponsor and to make derivative works from such Submission. Each entrant (and his/her 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 rights, 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 his/her 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, arising from or in connection with any use of entrant's Submission. Each entrant (and his/her 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 Submission 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 Submission, and that the only contracts, express or implied, between the Promotion Parties and entrant are as set forth in these Official Rules. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Submission.

In addition, by participating in the Promotion, each entrant (and his/her 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. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners.** By accepting prizes, winners (and their parents/legal guardians if winners are Minors) agree to release and hold Promotion Parties, Instagram, Inc., Twitter, Inc., their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or use or redemption of a prize (if applicable), including but not limited to all travel related thereto. Acceptance of a prize also constitutes entrant's (and his/her parent's or legal guardian's, if entrant is a Minor) permission to the Promotion Parties to use winner'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.

Promotion Parties are not responsible for lost, late, misdirected, garbled, corrupted 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 or other error which may occur in the transmission, receipt or processing of the entries in this Sweepstakes, in the administration of the Sweepstakes or in the announcement of winners. If, in the Sponsor's opinion, there is any suspected evidence of

tampering with any portion of the Sweepstakes, or if technical or other difficulties compromise the integrity of the Sweepstakes, the Sponsor reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Sponsor, at the Sponsor's sole discretion. If terminated prior to stated end date of the Sweepstakes Period, prizes will be awarded in random drawings from among all non-suspect entries received through both entry methods combined as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant who entered via a Social Account, entries will be declared made by the name associated with the Social Account used to enter. In the event a dispute arises as to the identity of a potentially winning entrant who entered online, entries 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.

**8. WAIVER AND DISPUTES:** Except where prohibited, entrant (and his/her parent/legal guardian if the entrant is a Minor) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize 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 (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) to the extent allowed by applicable law, **UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT (AND HIS/HER PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, 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 Sweepstakes, 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. **FURTHERMORE, ENTRANT (AND HIS/HER PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) AND EACH OF THE PROMOTION PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THE SWEEPSTAKES OR THESE OFFICIAL RULES.**

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.

**9. PRIVACY POLICY:** Information collected from entrants is subject to the Sponsor's Privacy Policy [https://disclaimer.mondelezinternational.com/privacy\\_policy.html](https://disclaimer.mondelezinternational.com/privacy_policy.html).

**10. WINNERS LIST:** For a winners list, visit <http://bit.ly/38DfcuF>. The winner list will be posted after winner confirmation is complete.

**11. SPONSOR:** Mondelēz Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

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

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