

NABISCO MARCH MADNESS® SWEEPSTAKES

OFFICIAL RULES

**NO PURCHASE NECESSARY OR TEXT MESSAGE NECESSARY
MAKING A PURCHASE OR SENDING A TEXT MESSAGE 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**

1. TO ENTER: Sweepstakes begins at 12:00 am ET on March 1, 2020 and ends at 11:59 pm ET on March 31, 2020 (the “Sweepstakes Period”).

There are two ways to enter: A) Text Message: Enter via text messaging (“SMS”) by texting “HOOPS” to 89884 (the “Short Code”). You will receive one (1) reply message from an automated system. Subsequently, you will receive one (1) Sweepstakes entry. The potential winners will each receive up to two (2) additional text message from an automated system. **Standard message and data rates may apply.** Text **STOP** to 89884 to stop. Text **HELP** to 89884 to get help. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, https://disclaimer.mondelezinternational.com/privacy_policy.html. To view the Administrator's Mobile Terms and Conditions, <http://www.helloworld.com/terms>. **OR B) Online:** Visit www.NabiscoMarchMadness.com (“Website”) and follow the links and instructions to complete the registration form (on first visit only). You will receive one (1) Sweepstakes entry. Thereafter when you visit the Website, you need only to provide the email address used to enter the Sweepstakes on the first visit.

Limit: One (1) Sweepstakes entry, per email address/person/mobile phone number, per day during the Sweepstakes Period, regardless of method of entry. 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”), Defense Commissary Agency (“DeCA”), the National Collegiate Athletic Association (“NCAA”), The Coca-Cola Company, Turner Broadcasting System, Inc., CBS Broadcasting, Inc., Merkle Inc. (“Administrator”), HMT Associates, 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 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 and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will select potential Sweepstakes winners on or around April 1, 2020 in a random drawing from among all eligible entries received through both entry methods combined. The potential winners

will be notified by email or text message, as applicable. The potential Grand Prize winner (or a parent or legal guardian if the potential winner is a minor) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release (where permissible) within five (5) days of first attempted notification. Each potential First Prize winner will be required to provide his/her mailing address, for prize fulfillment purposes, within five (5) days of the first attempted notification. The return of any prizes/prize notifications as undeliverable or if a potential winner fails to comply with any of these requirements or with the Official Rules in any way may result in disqualification and an alternate winner may be selected in a random drawing from among all remaining eligible entries. Failure by a potential winner to provide the requested information may result in the automatic forfeiture of his/her prize. If potential winner of any prize cannot be contacted or the prize is rejected or returned as undeliverable, or potential winner fails to provide any requested information within the required time period, the potential winner forfeits his/her prize. Receiving prize is contingent upon compliance with these Official Rules. In the event that 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, time permitting with respect to Grand Prize, after which the prize will remain un-awarded. First Prizes will be shipped approximately 8-10 weeks after winner selection and verification.

4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARVS”): One (1) Grand Prize: A trip for two (2) to Indianapolis, IN to attend the 2021 NCAA[®] March Madness[®] Men's Final Four[®]. Trip package consists of roundtrip coach class air transportation for two (2) (winner and one (1) guest) from major airport nearest winner's home (determined by Sponsor in its sole discretion) to Indianapolis, IN; five (5) days and four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (one (1) room, double occupancy); ground transportation between hotel and airport (in Indianapolis, IN) and hotel and games; two (2) tickets to the 2021 NCAA[®] March Madness[®] Men's Final Four[®] Semi-Final and Final Games on April 3, 2021 and April 5, 2021 (seating determined by Sponsor in its sole discretion); and \$2,100.00 in spending money for winner only. Winner and guest must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited in its entirety. 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 or event. Travel is subject to the terms and conditions set forth in this Sweepstakes, 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 of winner, travel companion must be eighteen (18) years of age or older as of the date of departure (19 or older if a resident of AL or NE) and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. 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; no compensation will be provided for difference in value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV: \$11,900.00. 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 for any reason. **Five (5) First Prizes:** One (1) \$50.00 Commissary gift card and one (1) \$50.00

Exchange gift card. Terms and conditions of issuers apply to use of gift cards. ARV: \$100.00 per prize. Prizes are non-transferable, and no 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 through both entry methods combined. Limit one prize per person. Total ARV of all prizes: \$12,400.00.

5. 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 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, 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. All winners will be notified by email or text message, depending on method of entry, after the date of the drawing. 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, which shall be final in all matters. By participating, entrants (and their parents/legal guardians if entrants are minors) agree to hold Promotion Parties, and their respective parents, 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. 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, prizes will be awarded in a random drawing from among all non-suspect entries received through both entry methods combined as of the date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entry will be declared made by the name on the online entry form. In the event a dispute arises as to the identity of a potentially winning text message entrant, entry will be declared made by the authorized account holder of the mobile device through which the entry was submitted, based on the applicable service provider's records. All federal, state and local laws apply.

7. DISPUTE RESOLUTION: Entrant (and his/her parent or legal guardian, if entrant is a minor) agree that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be settled by arbitration administered by the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of the entrant, Administrator, and Sponsor to litigate claims in court and participant (and his/her parent or legal guardian, if participant is a minor), Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You (and your parent or legal guardian, if you are a minor) agree that you will not file any lawsuit against Administrator or Sponsor in any

state or federal court and that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You and your parent or legal guardian, if you are a minor) agree that you will not join your claims to those of any other person and that you will not agree to class or collective procedures in arbitration or the joinder of claims in arbitration. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes or any prize, 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. The place of arbitration shall be Oakland County, Michigan unless the Arbitrator requires otherwise.

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. WAIVER: By participating in 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.

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 winner list, visit <http://bit.ly/2trMfCV>. 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.