

**MY OREO CREATION CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**OPEN TO RESIDENTS OF THE 50 UNITED STATES (D.C.) AND PUERTO RICO, 18 YEARS AND OLDER ONLY**

**1. TO ENTER:** Contest begins 12:00 am ET on May 8, 2017, continues through the Spring/Summer of 2018 (the "Contest Period"), and consists of three (3) phases (each a "Phase") as outlined below.

<b>Phase</b>	<b>Start Date 12:00 a.m. ET</b>	<b>End Date 11:59 p.m. ET</b>
Submission	May 8, 2017	July 14, 2017
Judging/Finalist Determination	July 15, 2017	August 15, 2017
Voting/Winner Determination	Spring/Summer 2018	Spring/Summer 2018

**During the Submission Phase, there are three (3) ways to participate:**

**A) Text Message:** Enter via text messaging ("SMS") by texting your idea (photo/video is optional) that captures the next creation or essence/inspiration of a creation that an OREO cookie should capture ("Submission") to 59526 (the "Short Code"). Submission examples include, but are not limited to: "sunset on the beach" or "singing in the rain". Once the text/image has been received, you will receive one (1) reply message from an automated system stating whether your entry was received. **Standard message and data rates may apply.** Text **STOP** to 59526 to stop. Text **HELP** to 59526 to get help. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, <http://www.mondelezinternational.com/privacy-policy.aspx>. To view the Administrator's Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. You will receive one (1) entry into the Contest.

**B) Social Media Method of Entry:** i. Log into your Instagram or Twitter account and post or Tweet your photo, video or just copy and include the hashtags #MyOREOCreation #Contest. ii. You may also login to your Facebook, Twitter or Instagram account and visit the Sponsor's page (Facebook: <https://www.facebook.com/OREO>; Twitter: <https://twitter.com/Oreo>; Instagram: <https://www.instagram.com/oreo>) and locate the Contest post/Tweet. Upload your photo or video as a comment or just comment on the Sponsor's post/Tweet with your Submission. You will receive one (1) entry into the Contest for each valid post, Tweet or Facebook comment. Hereafter, a valid text message, post, Tweet or Facebook comment, with the inclusion of #MYOREOCreation #Contest as applicable, will be referred to as your "Submission".

**Or C)** From May 25, 2017 at 12:00 am ET through July 14, 2017 at 11:59 pm visit <http://www.myoreocontest.com> (the "Website") and follow the links and instructions to register, including providing your valid email address. Then, follow the website instructions to submit your idea ("Submission"). You will receive one (1) entry into the Contest. Limit one (1) unique Submission per person per day, regardless of your method of entry or combination of methods of entries. **Submissions must not exceed 140 characters in length.** Entering any Submission further constitutes your consent to grant the Sponsor certain rights in and to the Submission, as described in Rule 8, below. Use of any robotic, automatic, programmed or similar entry method or more than one (1) Submission per day will void all entries and result in disqualification. If you enter using a mobile device, standard data fees may apply. See your wireless provider for pricing plan details. Each Submission entered must meet all Submission Guidelines (described below) and be different from any entries previously submitted by you. Entry

must be made in your name only, regardless of whether others contributed to or appear in the Submission. Submissions that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Submissions that are found to be copies of other Submissions previously entered in the contest or to contain content plagiarized from other websites and/or publications will be void and will result in disqualification. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram or Twitter. Any questions, comments or complaints regarding the Contest shall be directed to Sponsor or Administrator and not to Facebook, Instagram or Twitter.

Possible Offer: During the Submission Phase, entrants may receive a produced cookie creation sample in the mail, similar to the essence/inspiration from their Submission (“Offer”). In no way is receiving a sample indicative of receiving a Finalist Prize, nor does it indicate that you will not be considered for a Finalist Prize. The distributed samples are for fun and have no outcome on the Finalist decisions/results. Sponsor reserves the right to cancel the possible Offer, if, in its sole discretion, it does not receive a sufficient number of Submissions that meet Sponsor’s Offer requirements.

**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 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 an idea of a current or past OREO cookie (for a list of existing OREO cookie flavors, [click here](#); and (g) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By entering a Submission you warrant and represent that: (v) it has not been previously published; (w) it has not received previous awards; (x) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (y) the other participants depicted in the Submission, if any, have given written consent to its entry into the Contest and use as contemplated by these Official Rules; and (z) publication of the Submission via various media including 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 Contest for any reason will be disqualified from the contest.

**3. ELIGIBILITY:** Contest is open only to residents of the 50 United States (D.C.) and Puerto Rico, who are eighteen (18) years of age and older as of the time of entry. Employees of Mondelez Global, LLC (“Sponsor”), HelloWorld, Inc. (“Administrator”), 360i, The Martin Agency, Carat, Weber Shandwick, their affiliates, subsidiaries and agencies (collectively “Promotion Parties”), and all respective employees, shareholders, officers, directors, agents, members, successors and assigns of the foregoing (collectively, with Twitter, Inc., Instagram, LLC, Facebook, Inc., “Released Parties”) and members of their immediate family or persons living in the same household (whether related or not), are not eligible to participate in the Contest. Void where prohibited.

**4. FINALIST WINNER DETERMINATION:** During the Judging/Finalist Determination Phase, all eligible Submissions will be judged based on the following criteria: Taste Appeal (40%)- Submission creation must be delicious and/or evoke a feeling of joy/deliciousness; Creativity (30%)- Submission must be a smart/creative design and have a relevant theme to inspire a 2018 OREO cookie creation; Originality (30%)- Submission must be unique and evoke a taste, feeling or remind you of an experience that would inspire an OREO cookie creation; and. In the event of a tie, the entrant with the highest “Taste Appeal” score will be deemed a Finalist Prize winner. The three (3) entrants with the highest-scoring Submissions will be deemed the potential finalist prize winners (each a “Finalist Prize Winner”). Finalist winners will be contacted on or around August 16, 2017. Sponsor reserves the right to select fewer than the stated number of Finalists, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Judging will be determined by Sponsor at its sole discretion. Sponsor will not disclose judging scores.

**5. GRAND PRIZE WINNER DETERMINATION:** In Spring/Summer 2018, Sponsor will develop and produce three (3) Finalist Prize winners’ Submission creations which will be placed in market for a limited time during Spring/Summer 2018. Sponsor will determine, in their sole discretion the development, production and marketing of the Finalist creations. Sponsor does not guarantee nor is responsible for the distribution of product and sales of the Finalist creations by participating retailers. Sponsor will determine in their sole discretion if more Finalist creations will be produced should inventory be depleted prior to end of Voting Phase. Sponsor has the right to reproduce any Finalist creations during or after the Contest Period. During Summer 2018, individuals who reside in the 50 United States (D.C.) and Puerto Rico, and who are eighteen (18) years of age and older can visit the Website and vote for their favorite Submission. Other methods of voting may be made available at Sponsor’s sole discretion. Limit: one (1) vote per individual per day, regardless of method of voting. **A purchase is not required to participate.** The Finalist whose Submission receives the most votes will be deemed the potential Grand Prize winner. In the event of a tie, the Finalist whose Submission received the highest Taste Appeal score from the judges during the Finalist Judging Phase will be deemed the potential Grand Prize winner. The potential Grand Prize winner will be contacted late Summer 2018.

For Voting Phase: Multiple votes received from any person or email address in excess of the stated number will be void. Any attempt by any Finalist or voter to obtain votes by any fraudulent or inappropriate means, including without limitation, offering prizes or other inducements to members of the public as determined by Sponsor in its sole discretion, by using any automated program, by using multiple/different email addresses, identities, registrations and logins, or any other methods, will void those votes for the Finalist’s Submission and Finalist may be disqualified as determined by Sponsor in its sole discretion.

**6. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”s): One (1) Grand Prize:** A \$500,000 check and a trip package to New York City, NY\*. **ARV: \$504,660. Three (3) Finalist Prizes:** A \$25,000 check and the opportunity to have OREO cookie creation produced and available in market for a limited time. **ARV: \$25,000.**

Limit: one (1) Finalist Prize and one (1) Grand Prize per person.

\*Grand Prize trip package includes: Roundtrip, coach class air travel for winner and one (1) guest from major airport nearest winner’s residence to New York City, NY (departure and arrival airports determined by Sponsor in its sole discretion); 4 days/3 nights hotel accommodations (single room, double occupancy) at a hotel determined by the Sponsor in its sole discretion; and attendance for two (2) to the OREO headquarters event (all details of event are determined by Sponsor in its

sole discretion). Winner and guest are solely responsible for all expenses not specifically set forth as part of the prize, including but not limited to meals, additional transportation, upgraded room accommodations, ground transfers, hotel gratuities, hotel service charges, including telephone calls, internet access and dry cleaning, incidental expenses, insurance, and room service and mini-bar charges, souvenirs and other incidentals and items of a personal nature. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize or prize component of equal or greater value. Winner's guests must be 18 years of age or older, unless winner is the parent/legal guardian of guest. If winner is a minor in his/her state of residence, at least one (1) guest must be his/her parent/legal guardian. Actual value of trip prize will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. Winner and guests must be available to travel on same itinerary or the prize will be automatically forfeited and awarded to an alternate winner. All travel accommodations and arrangements at Sponsor's discretion. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize of equal or greater value.

**7. GENERAL RULES:** All income taxes resulting from acceptance of prizes are the responsibility of the winner. **Method 1 (a):** If a potential winner entered by mobile phone he/she will first be contacted by mobile phone. **Method 1 (b):** If a potential winner entered through Instagram, he/she will be notified via a comment on the Submission and/or direct message from @OREO with instructions on how to claim his/her prize. If a potential winner entered through Twitter, he/she will be notified by a 2-step process. First, Administrator will reply to the winner's entry Tweet requesting that the potential winner "follow" @OREO within two (2) days of when the request was made. Then, Administrator will send a direct message from @OREO to the potential winner's Twitter account used to enter the Contest with instructions on how to claim his/her prize. If a potential winner entered through Facebook, he/she will be notified via a comment on his/her Submission and will be required to send a private message to the OREO Facebook page within two (2) days of the date of the Administrator's comment. **Method 1 (c):** If a potential winner entered via the Website, he/she will be contacted by email. Potential Finalist Prize winners will be contacted on or around August 16, 2017. The potential Grand Prize winner will be contacted on or around late Summer 2018.

Each potential winner must provide his her/name, email address, and home address (no P.O. boxes permitted) within three (3) days of the first attempted notice. If received, each potential winner (or parent or legal guardian must execute if the potential winner is a minor in his/her state) will then be required to sign and return a Declaration of Compliance, Liability and Publicity Release within five (5) days of first attempted notification. If the prize/prize notification is undeliverable, or if the potential winner fails to comply with any of these requirements or with the Official Rules in any way, the prize will be forfeited and an alternate winner will be determined from among the remaining Finalists.

If the prize/prize notification or Offer/Offer notification is undeliverable, or if the potential winner/Offer recipient fails to comply with any of these requirements or with the Official Rules in any way, the prize will be forfeited and an alternate winner, as applicable, will be determined. By participating and accepting prize/Offer, participants and winner (and their parents/legal guardians if participants/winner are minors) agree to hold Promotion Parties, Released Parties, and each of their affiliates, directors, officers, shareholders, employees, assigns, parents, subsidiaries, members, agents, successors, promotion agencies and agents harmless against any and all claims and liability arising out of participation in the Contest and use or redemption of prizes. Acceptance also constitutes permission to the Promotion Parties to use winner's/Offer recipient's name, likenesses, and biographical information for marketing purposes without further

compensation or right of approval, unless prohibited by law. Promotion Parties and Released Parties are not responsible for technical, hardware or software malfunctions, lost or unavailable network or other 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 Contest, or by any human error which may occur in the programming of this Contest. In no event will Sponsor be liable for more than the stated number of prizes in Rule 6. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Administrator reserves the right to modify or terminate the Contest in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. All federal and state laws apply.

**8. RIGHTS IN SUBMISSIONS:** In consideration of entrant's Submission being reviewed and evaluated for this Contest, each entrant 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 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 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 material. Each entrant 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 releases the Promotion Parties, the Released 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 agrees and acknowledges that participation in the Contest, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties or Released Parties and Entrant, does not place the Promotion Parties or Released 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, Released Parties and entrant are as set forth in these Official Rules. In addition, by participating in the Contest, each entrant 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.

**9. WAIVER:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Contest 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, Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You 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 15, 2005 (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 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 Contest 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.

**10. WINNER LIST:** For a winner list, visit <http://bit.ly/2lreRU5>. The winner list will be posted after winner confirmation is complete.

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

**ADMINISTRATOR:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

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