

## NABISCO MILITARY FALL FOOTBALL 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.”) OR SUCH  
RESIDENTS STATIONED OVERSEAS WITH AN ADDRESS IN THE 50 U.S./D.C.  
ENTRANTS MUST BE ACTIVE DUTY U.S. MILITARY PERSONNEL, VETERANS, OR  
FAMILY OF ACTIVE DUTY U.S. MILITARY MEMBERS/VETERANS WHO ARE  
AUTHORIZED COMMISSARY PATRONS, 18 YEARS OF AGE AND OLDER ONLY.**

**1. TO ENTER:** Sweepstakes begins at 12:00 am ET on September 1, 2020 and ends at 11:59 pm ET on September 30, 2020 (the “Sweepstakes Period”). Administrator’s computer is the official time-keeping device for this Sweepstakes.

**There are two ways to enter: A) Text Message:** Enter via text messaging (“SMS”) by texting “TAILGATE” to 89884 (the “Short Code”). You will receive one (1) reply text message from an automated system. Subsequently, you will receive one (1) Sweepstakes entry. The winners will each receive up to two (2) additional text messages 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](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.NabiscoFallFootball.com](http://www.NabiscoFallFootball.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. For purposes of this Sweepstakes, each “day” begins at 12:00 am ET and ends at 11:59 pm ET. 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., or such residents stationed overseas with an address in the 50 U.S./D.C. Entrants must be active duty U.S. military personnel, veterans, or family of active duty U.S. military members/veterans who are authorized commissary patrons and who are 18 years of age and older as of the time of entry. Employees of Mondelēz Global, LLC (“Sponsor”), Defense Commissary Agency (“DeCA”), Merkle Inc. (“Administrator”), The Coca-Cola Company, Coca-Cola Bottlers, HMT Associates, Inc. (collectively, “Promotion Parties”) and members of the 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, and all matters related to the Sweepstakes, are final and binding. Administrator will select potential Sweepstakes winners on or around October 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, depending on method of entry, after the date of the drawing. Each potential winner of any prize will be required to provide to Administrator, within five (5) days, proof of service or family member's service in the form of a Military ID or other acceptable documentation which may include, but is not limited to, papers, or potential winner will be disqualified for the applicable prize, and the prize may be awarded to an alternate winner selected in a random drawing from among all remaining eligible entries. 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. If potential winner of any prize cannot be contacted, the prize is rejected or returned as undeliverable, or potential winner fails to provide any additional information/proof of service/family member's service in the required time frame, or is deemed ineligible to receive the prize, 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, after which the prize will remain un-awarded. Prizes will be shipped approximately 8-10 weeks after winner selection and verification.

**4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** **One (1) Grand Prize:** A tailgate package consisting of one (1) \$200 Commissary gift card (terms and conditions apply), one (1) portable cooler, one (1) portable speaker, one (1) grilling set, one (1) football and assorted Nabisco product of Sponsor's choice. ARV: \$596. **Thirty (30) First Prizes:** \$50 Commissary gift card, terms and conditions apply. ARV: \$50.00 ea. 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 portion thereof) for one of equal or greater value if the designated prize (or portion thereof) should become unavailable for any reason. 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/household. Total ARV of all prizes: \$2,096.00.

**5. PUBLICITY:** Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is deemed a minor in the jurisdiction in which s/he resides ("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, right of approval, 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 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 a 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 of the Promotion Period, the prizes will be awarded in a random drawing from among all eligible, 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 online entrant, entry will be declared made by the person named on the online entry form, subject to his/her compliance with these Official Rules. 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, subject to his/her compliance with these Official Rules. All federal, state and local laws apply.

**7. DISPUTE RESOLUTION:** Entrant (and his/her parent or legal guardian, if entrant is a Minor) agree(s) 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 (and your parent or legal guardian, if you are a Minor) 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), to the extent allowed by applicable law, 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](https://disclaimer.mondelezinternational.com/privacy_policy.html).

**10. WINNERS' LIST:** For a winner list, visit <https://bit.ly/2N8kSUC>. The winner list will be posted after winner confirmation is complete.

**SPONSOR:** Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.  
**SWEEPSTAKES ADMINISTRATOR:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.