

**GEAR UP FOR GREATNESS**

**OFFICIAL RULES**

**NO PURCHASE OR SCAN NECESSARY**

**MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

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

This promotion ("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 in any way.

This 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 July 5, 2021 and ends at 11:59 pm ET on October 25, 2021 ("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: There are two (2) ways to enter/play: A.) Scan a Qualifying Product Package with your Device:** During the Promotion Period, you may purchase "specially-marked" packages of Mini Nilla 12 pack carton, OREO Mini 12 pack carton, and Mini Chips Ahoy! 12 pack carton (each, a "Qualifying Product"). Using your smart phone or other web-enabled device ("Device"), "scan" the Qualifying Product packaging by pointing the camera on your Device at the quick response ("QR") code located on the packaging of each Qualifying Product. **Standard message rates and data charges apply.** Once the code is recognized, follow the instructions to open the mobile web page at [www.nabiscogearupforgreatness.com](http://www.nabiscogearupforgreatness.com) (Promotion "Website"). Follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play. Follow the links and instructions to play the Instant Win Game and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 3, below).

**B.) Visit Microsite from a Desktop Computer:** To enter without purchasing a Qualifying Product or scanning the QR code located on a Qualifying Product, during the Promotion Period, first visit [www.nabiscogearupforgreatness.com](http://www.nabiscogearupforgreatness.com) ("Website"). Once on the Website, follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play. Follow the links and instructions to play the Instant Win Game and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 3, below).

**Limit:** One (1) Sweepstakes entry and one (1) Instant Win Game play, per day, per email address/person during the Promotion Period. 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. Use of any automated system to participate is prohibited and will result in

disqualification. Released Parties (as defined in Rule 6, below) are not responsible for lost, late, incomplete, invalid, unintelligible, misdirected or otherwise non-compliant entries or Game plays, all of which will be disqualified. In the event of a dispute as to any entry/Game play, the authorized account holder of the email address used to enter/register will be deemed to be the entrant/player and he/she must comply with these Official Rules. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**If you choose to enter using a mobile device/scan a QR code, standard message and data rates apply in accordance with your personal mobile service plan.** Check details of your plan prior to using a mobile device to enter. A mobile device is not required to enter.

**BONUS SWEEPSTAKES ENTRIES:** After you enter the Sweepstakes, you can earn bonus Sweepstakes entries, as described below.

**A.) Facebook Referral:** Share a message about the Sweepstakes on your Facebook wall. The wall post will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Up to ten (10) bonus Sweepstakes entry, per email address/person, during the Promotion Period for this method.

If a friend/family member/known acquaintance subsequently enters the Promotion through the unique link and you haven’t already reached the above-mentioned overall limit, you will receive one (1) bonus Sweepstakes entry.

If a friend/family member/known acquaintance subsequently enters the Promotion through the unique link and you have already reached the above-mentioned overall limit, you will *not* receive one (1) bonus Sweepstakes entry.

**B.) Twitter Share:** Tweet a message about the Sweepstakes on Twitter. The message will contain a unique link to the Sweepstakes. If a friend subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Up to ten (10) bonus Sweepstakes entry, per email address/person, during the Promotion Period for this method.

If a friend/family member/known acquaintance subsequently enters the Promotion through the unique link and you haven’t already reached the above-mentioned overall limit, you will receive one (1) bonus Sweepstakes entry.

If a friend/family member/known acquaintance subsequently enters the Promotion through the unique link and you have already reached the above-mentioned overall limit, you will *not* receive one (1) bonus Sweepstakes entry.

Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website [www.nabiscogearupforgreatness.com](http://www.nabiscogearupforgreatness.com). If you share the Sweepstakes through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries.

**2. ELIGIBILITY:** Open only 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., 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. and Puerto Rico, and where prohibited.

**3. WINNER DETERMINATION AND PRIZE CLAIM: SWEEPSTAKES:** Administrator will select the potential Sweepstakes winner in a random drawing from all eligible entries received during the Promotion Period through both entry methods combined plus all bonus entries on or around October 26, 2021. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total of two hundred twenty-six (226) 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 (subject to verification).

The potential Sweepstakes prize winner (or his/her parent/legal guardian if winner is deemed a minor in the jurisdiction in which s/he resides ("Minor")) must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within five (5) days of first attempted delivery 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. Each potential Instant Win Game prize winner that is at least the age of majority in their jurisdiction of residency 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 potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries/Game plays received. Each potential Instant Win Game prize winner that is a Minor will be required to have his/her parent/legal guardian execute and return a Declaration within five (5) days of first attempted delivery 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/Game plays received. 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 manner described above, as determined by Sponsor in its sole discretion. In the event that a potential Sweepstakes prize winner or a potential winner of an Instant Win Game prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries/Game plays. Unclaimed Instant Win Game prizes valued at \$25 or less will remain unawarded. Instant Win Game 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: One (1) Grand Prize:** Media Room Makeover, which includes one (1) 65" Smart TV, one (1) laptop, one (1) tablet, one (1) gaming system, one (1) gaming chair, one (1) surround sound speaker system, one (1) gaming headset, one (1) mini fridge, a \$100 gift card for your gaming needs, assorted Nabisco product, and \$1,100 in spending money. ARV: \$5,520.00.

Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period through both entry methods combined plus all bonus entries.

**INSTANT WIN GAME: Eleven (11) First Prizes:** One (1) gaming system, one (1) blanket, one (1) pillow, one (1) t-shirt, a \$25 gift card for your gaming needs and assorted Nabisco product. ARV: \$330.00. **Fifteen (15) Second Prizes:** One (1) backpack cooler, two (2) tumblers and assorted Nabisco product. ARV: \$135.00. **One Hundred (100) Third Prizes:** One (1) journal, one

(1) Crossbody Bag, one (1) t-shirt and assorted Nabisco product. ARV: \$85.00. **One Hundred (100) Fourth Prizes:** One (1) \$15 gift card for your gaming needs and assorted Nabisco product. ARV: \$25.00.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays made during the Promotion Period, the timing of such Game plays, and the number of Instant Win Game prizes available at the time each Game play is made.

The actual value of 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. Terms and conditions of gift cards apply. Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person. No substitutions or transfers of prizes permitted by winners except at the discretion of the Sponsor; prizes are not redeemable for cash. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) become unavailable. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners agree to look to the manufacturer or supplier of the prize or prize component, and not the Sponsor or Administrator, for any warranty on the prize or prize component or for any damages arising out of acceptance or use of the prize or prize component. Total ARV of all prizes: \$22,175.00 .

**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 Promotion 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, permission or other consideration, except where prohibited by law.

**6. GENERAL RULES:** All income taxes resulting from acceptance of prizes are the responsibility of the winners. By entering the Promotion, 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 relating to the Promotion. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to hold Promotion Parties, Facebook, Twitter, and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, "Released Parties") harmless from and against any and all claims and liability arising out of participation in the Promotion or use or redemption of any prize (if applicable). Released Parties are not responsible for lost, misdirected, garbled, damaged, incomplete or late 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 or in the transmission, receipt or processing of the entries/Instant Win Game plays. If due to a computer programming or other error, more prizes are claimed than are intended to be awarded in this Promotion according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all valid prize claimants. Released Parties are further not responsible for: unauthorized human intervention in any part of the Sweepstakes entry and/or Instant Win Game play processes, or in the Promotion generally; incomplete or inaccurate information on Sponsor's Website whether due to unauthorized human intervention, equipment

failure or malfunction, or other cause; electronic or human error which may occur in the administration of the Promotion, or announcement of the winners. In no event will Sponsor be liable for more than the number of prizes stated 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, at the Administrator's sole discretion. If terminated prior to stated end date/time of the Promotion Period, the remaining prizes will be awarded in a random drawing from among all non-suspect entries/Game Plays received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entry 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. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law (as well as disqualifying such individual).

**7. DISPUTES:** 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) 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 entrant's parent/legal guardian if entrant is a Minor) 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](https://disclaimer.mondelezinternational.com/privacy_policy.html).

**9. WINNERS' LIST:** For a list of winners of prizes valued over \$25, visit <https://bit.ly/3tpJ1cy>. The winner list will be posted after winner confirmation is complete.

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

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