SEND HOLIDAY GREETS-N-TREATS

OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY

MAKING A PURCHASE OR SCAN WILL NOT INCREASE YOUR CHANCES OF WINNING.

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

The Promotion is no way sponsored, endorsed, administered by, or associated with X (formerly Twitter), Meta Platforms Inc. or Facebook. X, Meta Platforms Inc. and Facebook are not affiliated with Mondelez Global LLC ("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 October 1, 2024 and ends at 11:59 pm ET on December 31, 2024 ("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: During the Promotion Period, visit holidaygreetsandtreats.com ("Website") or scan the QR Code located on in-store advertisements that will direct you to the Website and where prompted, enter your email address. You will receive an email asking to confirm your entry*. Click on the link included in the email and follow the links and instructions to revisit the promotion Website, then follow the links and instructions to complete and submit the registration form, including your full first and last name (initials are not sufficient), date of birth and email address. Upon submitting the registration form, you will have an option to opt into email marketing communications (see details below). Next, to receive one (1) Sweepstakes entry ("entry"), follow the links and instructions provided to select one (1) of the available greeting ecards; then, either (1) share your e-card with a friend, family member or known acquaintance 18 years of age or older via email, or (2) click/tap the "Skip" button if you do not wish to share your e-card. (If you choose to opt into email marketing communications upon registration and if you share an e-card via email (as outlined herein), please see Rule 1(C) below for additional bonus Sweepstakes entry details**.) Once these steps are complete, you will then receive one (1) Instant Win Game play ("Game Play"). Swipe the screen and your Instant Win Game results will be displayed on the screen. If you receive an Instant Win Game winning message, follow the onscreen instructions to claim your prize. Potential winners and Instant Win Game plays are subject to verification by Administrator. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 3, below).

<u>Limit</u>: One (1) Sweepstakes entry and one (1) 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 (such as using more than one (1) email address or inputting fake mailing addresses) to obtain more than the stated number of entries or Game plays per day will void all entries/Game plays of the person responsible for such action and result in his/her/their disqualification from the Promotion. 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 the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Promotion. If information provided by entrant to claim the prize (including but not limited to your first and last name) is inconsistent with the information provided at

registration, Sponsor and/or Administrator may disqualify such entrant and such disqualification will result in the forfeiture of any prize such entrant may claim (if applicable). Sponsor, in its discretion, may request additional documentation from entrant to confirm entrant's identity. Failure to comply will result in disqualification. 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. Sponsor, in its discretion, may require additional documentation from entrant to show proof of entrant's identity.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, submitting fraudulent entries (as determined by Sponsor and Merkle Inc. ("Administrator") in their sole discretion), or to be acting in violation of the Official Rules of this promotion or in an unsportsmanlike or disruptive manner.

*Please ensure that your email settings are set up to allow for receipt of email communications from Administrator. Sponsor assumes no responsibility for an undeliverable notification of confirmation of entry or selection as a potential winner resulting from an undelivered email, any form of active or passive filtering by entrant's account or email settings, or for insufficient space in an entrant's account to receive notifications or emails.

By participating, you (or your parent or legal guardian if you are deemed a minor in the jurisdiction in which you reside ("Minor")) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Promotion. All federal, state, and local laws apply.

If you choose to enter using a mobile device/scanning 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/scanning to enter. Neither a mobile device nor scan is required to enter.

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

A.) Facebook Referral: Share a message about the Promotion on your Facebook Timeline. The post will contain a unique link to the Sweepstakes. If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link, you will receive one (1) bonus entry *(subject to the provisions below). Limit: There is a maximum of ten (10) bonus entries, per email address/person, during the Promotion Period for this method.

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

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

B.) X Share: Share a message about the Promotion on X. The share message will contain a unique link to the Sweepstakes. If a friend/family member/known acquaintance subsequently enters the Sweepstakes through the unique link, you will receive one (1)

bonus entry *(subject to the provisions below). <u>Limit</u>: There is a maximum of ten (10) bonus entries, per email address/person, during the Promotion Period for this method.

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

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

C.) **Email Opt-In: Upon registering for the Promotion, you will have the option to opt into email marketing communications from the Sponsor. By doing so <u>and</u> sharing an ecard via email, you will receive one (1) bonus entry. You may opt out of receiving such communications at any time. If you do so, you will still receive the bonus entry. If you have previously opted out of marketing communications from Sponsor you will not be re-added to Sponsor's email list and will not receive a bonus entry.

Mail-In Alternate Method of Entry: During the Promotion Period, to receive your bonus entry without opting into marketing email communications and without sharing an e-card print your full name, phone number, email address on a piece of paper and mail it in an envelope with proper postage to "Holiday Greets N Treats," c/o Merkle Inc., P.O. Box 5022, Department 864256, Kalamazoo, MI 49003- 5022. You will receive one (1) bonus entry. All mail-in entries must be postmarked by December 31, 2024 and received by January 10, 2025. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

<u>Limit</u>: one (1) bonus Sweepstakes entry, per email address/person, by either opting into email marketing messages and sharing an e- card, or by sending in a mail-in entry, regardless of method of entry, as outlined above.

- 2. ELIGIBILITY: Open only to residents of the 50 United States, D.C., and Puerto Rico 18 years of age or older at the time of entry, except for employees, officers and directors of Sponsor, Administrator, Momentum Worldwide, The Martin Agency, East/West, HMT Associates, Inc. each of their respective parent companies, affiliates, subsidiaries and agencies (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. Promotion is void outside the 50 United States, D.C., and Puerto Rico and where prohibited.
- 3. WINNER DETERMINATION AND PRIZE CLAIM: <u>SWEEPSTAKES</u>: Administrator will select the one (1) potential Sweepstakes winner in a random drawing from all eligible entries received during the Promotion Period (including bonus entries) on or around January 17, 2025. The potential Sweepstakes winner will be notified at the email address used to enter the Promotion. <u>INSTANT WIN GAME</u>: There will be a total of eight hundred fifty (850) random, computergenerated 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). Potential winners should receive an email confirming their win from the Administrator no later than 24-48 hours after the applicable win, although a delay could occur based on factors beyond the control of the Administrator.

The potential Sweepstakes prize winner (or his/her/their parent/legal guardian if winner is a 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 will be required to provide his/her/their mailing address for prize fulfillment purposes within five (5) days of first attempted delivery of prize notification or potential winner may be disqualified and forfeit the applicable prize, which may be awarded to an alternate winner in a random drawing from among all remaining eligible entries/Game plays received, as determined by Sponsor in its sole discretion. The return of any prize/prize notification as undeliverable may result in disqualification and forfeiture of the applicable prize, which may be awarded to an alternate winner in the manner described above, as determined by Sponsor in its sole discretion. In the event that the potential Sweepstakes Grand Prize winner or a potential winner of an Instant Win Game Prize valued over \$25.00 is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries/Game plays received, as determined by Sponsor in its sole discretion. If necessary, this process will be repeated up to three (3) times, after which the applicable prize will not be awarded if it remains unclaimed. Unclaimed prizes valued at \$25.00 or less will remain unawarded. Non-trip prizes will be fulfilled within approximately eight (8)- ten (10) weeks after the conclusion of the Promotion Period and verification of winners' eligibility and compliance with these Official Rules.

4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

SWEEPSTAKES: One (1) Grand Prize: 7-day/ 6-night trip for four (winner and three (3) guests) to Lapland, Finland. Trip consists of roundtrip coach class air travel for four (winner and three (3) guests) from a major airport nearest the winner's residence to Lapland, Finland on Sponsor designated dates; 7 day/ 6 night hotel accommodations (one room, quad occupancy); roundtrip ground transportation between airport/hotel and hotel/local activity; \$2,000 to be used toward a local activity; gift bag (for winner only); assorted Nabisco product and \$4,800in spending money for the winner only. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. 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 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 or legal ward of winner, travel companions must be over the age of majority in the jurisdiction in which they reside 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, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions (or their parents/legal guardians if companions are Minors) must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner. Travel restrictions, conditions and limitations may apply. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV of Grand Prize is \$20,780.00. Actual value may vary based on airfare fluctuations, distance between departure and destination, and the number of guests actually traveling with winner. Winner will not receive difference between actual value and ARV, if any.

Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period (including bonus entries).

INSTANT WIN GAME:

Quantity	Prize Description	ARV
75	 Baking Set which includes: 2 cookie sheets 1 set of cookie cutters 1 apron 1 set of mixing bowls 1 pair of oven mitts 	\$104.00
75	Portable photo printer	\$55.00
75	Digital camera	\$75.00
75	Mini projector	\$75.00
50	\$50 movie ticket gift card, terms and conditions apply, use of movie ticket gift card is subject to all terms, conditions and policies of the issuer.	\$50.00
50	Holiday sweater	\$46.00
50	Blanket	\$41.00
50	\$25 Prepaid rewards card. All prepaid cards are governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so pay close attention to the expiration date of the card. Use of the prepaid card is subject to all terms, conditions and policies of the issuer. Fees and restrictions may apply based on applicable state law.	\$25.00
100	Cutting board	\$17.00
50	Serving tray with handles	\$12.00
100	Socks	\$7.00
100	Ornament	\$5.00

Odds of winning an Instant Win Game prize depend on the number of eligible 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. Winner will not receive difference between actual value and ARV, if any. **Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per household.** 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) becomes unavailable. 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: \$ 55,555.00.

- **5. PUBLICITY:** Acceptance of a prize shall constitute and signify each winner's (and his/her/their 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 participating, entrants (and their parents/legal quardians if entrants are Minors) agree to release and hold Promotion Parties, Meta Platforms Inc., Facebook, X, 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 Game plays or 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/ Game plays. In no event will Sponsor be liable for more than the number of prizes stated in Rule 4. 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 prize claims received. 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 any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes or Instant Win Game, including but not limited to fulfillment of the prize(s), or in the Promotion generally; incomplete or inaccurate information on the 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. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Promotion, including but not limited to submitting fraudulent entries/plays, 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. 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). In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. In the event there is a discrepancy or inconsistency between any other statements contained in any promotion-related materials (including printed versions of these Official Rules) and the Official Rules as posted on the Promotion Site, the Official Rules as posted on the Promotion Site shall prevail, govern, and control.

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.

If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, arbitration panel or other tribunal of competent jurisdiction, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

8. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://www.mondelezinternational.com/Privacy-Policy.

9. WINNERS LIST: For the winner list of prizes valued over \$25.00, please <u>click here</u>. The winners' names 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.

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsor or Administrator only, and NOT to Meta Platforms, Inc., X or Facebook.