

## YOU COULD Win Time Outz - 2025 March Madness

### OFFICIAL RULES

**NO PURCHASE OR SCAN NECESSARY.  
A PURCHASE OR SCAN WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA  
AND PUERTO RICO, 18 YEARS AND OLDER.**

**The Promotion is no way sponsored, endorsed, administered by, or associated with X Corp., Meta Platforms Inc. or Reddit, Inc. X Corp., Meta Platforms Inc. and Reddit, Inc. are not affiliated with Mondelēz Global LLC 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 February 10, 2025 and ends at 11:59 pm ET on April 7, 2025 ("Promotion Period").

The Instant Win Game will have three (3) phases (each as "Phase") as set forth below:

Phase	Start Date (at 12:00 am ET)	End Date (at 11:59 pm ET)
1	February 10, 2025	March 15, 2025
2	March 16, 2025	March 28, 2025
3	March 29, 2025	April 7, 2025

For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

**1. HOW TO ENTER THE FIRST PRIZE SWEEPSTAKES AND PLAY THE INSTANT WIN GAME:** During the Promotion Period, first visit [www.TimeOutz4Snacks.com](http://www.TimeOutz4Snacks.com) ("Website") and follow the links and instructions to either register or log in. If you have not yet registered, follow the instructions to complete and submit the registration form, including your full first and last name (initials are not sufficient) and email address. In addition, you will be asked to select your preferred retailer from among a predetermined list. You will receive one (1) entry into the First Prize Sweepstakes for properly completing and submitting your registration form (or logging in). On the registration form, you will have the option to opt-in to receive marketing emails from Mondelez International. If you select to opt-in, you will receive one (1) bonus Sweepstakes entry into the First Prize Sweepstakes drawing.

**You may opt-out of these email communications at any time. Should you choose to opt-out during the Promotion Period your Sweepstakes entry will continue to be valid as long as it meets all other criteria required by these Official Rules. If you have previously opted-out of marketing communications from Sponsor you will not be re-added to Sponsor's email list.**

Then follow the instructions to play the "pop-a-shot" Instant Win Game. You will automatically receive one (1) Instant Win Game play 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. Prizes are subject to verification by Merkle Inc. (the "Administrator"). Please note, you may receive an on-screen notification that you are a potential winner; this is subject to your eligibility verification and overall prize limitations set forth in these Official Rules. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 4, below).

Fanatics.com Offer: If you play the Instant Win Game and receive a “lose” message, meaning you are not a potential winner of an Instant Win Game Prize, you will receive one (1) Fanatics.com Offer on your first loss. Offer is one (1) Fanatics® e-gift codes in the amount of 20% off of a consumer’s purchase (“Fanatics.com Offer”). Terms and Conditions – Fanatics Promo Codes are one-time use codes that cannot be combined with other promo code offers. Fanatics Promo Codes cannot be transferred or resold. The Fanatics Promo Codes exclude select trading cards & memorabilia, and already on sale items. Codes expire 12/31/2025. Fanatics is not a sponsor of this promotion. All Fanatics Trademarks are IP of Fanatics.com or its affiliates. Limit: one (1) Fanatics.com Offer, per email address/person during the Promotion Period.

Limit: One (1) Sweepstakes entry per person per day during the Promotion Period into the First Prize Sweepstakes drawing; one (1) Sweepstakes entry into the First Prize Sweepstakes drawing for opting in to receive marketing emails per person during the Promotion Period; one (1) Instant Win Game play per person per day during the Promotion Period, regardless of method of entry. 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 Sweepstakes entries or Instant Win Game plays will void all Sweepstakes entries/Instant Win 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 Sweepstakes entries or Instant Win 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.

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 FIRST PRIZE SWEEPSTAKES ENTRIES:** After you enter the Promotion, you can earn bonus entries into the First Prize Sweepstakes, as described below.

**A.) Refer Friends on Facebook:** You will be invited to share a Sponsor created post on Facebook with your Facebook Friends (“Friend”). For each eligible Friend who clicks on the Facebook post in your timeline to access the Promotion Site and registers for this Promotion during the Promotion Period (each a “completed referral”), you will receive one (1) bonus Sweepstakes entry into the First Prize Sweepstakes drawing\*\* (subject to the provisions below). Limit: You can share the Sponsor created post on Facebook one (1) time each week during the Promotion Period (a week is defined as starting on a Monday and concluding on

the following Sunday). You may receive entries for up to ten (10) completed referrals during the Promotion Period (i.e., up to ten (10) bonus entries).

**\*\*If a Friend makes a completed referral and you haven't already reached the above-mentioned bonus entry limit, you will receive one (1) bonus entry.**

**B.) X Share:** You will be invited to share the details of this Promotion by posting the Sponsor-created post on X with your X Friends (again, each a "Friend"). For each eligible Friend who clicks on the X post in your timeline to access the Promotion Site and registers for this Promotion during the Promotion Period (again, each a "completed referral"), you will receive one (1) bonus entry into the First Prize Sweepstakes drawing\*\* (subject to the provisions below). Limit: You can share the Sponsor created post on X one (1) time each week during the Promotion Period (a week is defined as starting on a Monday and concluding on the following Sunday). You may receive entries for up to ten (10) completed referrals during the Promotion Period (i.e., up to ten (10) bonus entries).

**\*\*If a Friend makes a completed referral and you haven't already reached the above-mentioned bonus entry limit, you will receive one (1) bonus entry.**

**C.) Click on the "Fetch" Link:** Click/tap on the "Fetch" link. By doing so, you will receive one (1) bonus entry into the First Prize Sweepstakes drawing. Limit: One (1) bonus entry per email address/person, during the Promotion Period for this method.

**D.) View Recipes:** During the Promotion Period, you will be presented with twelve (12) recipes. Follow the links and instructions to click/tap on each of the recipes. You will receive one (1) bonus entry into the First Prize Sweepstakes drawing for clicking/viewing a Recipe. Limit: There is a limit of one (1) bonus entry into the First Prize Sweepstakes drawing per email address/person per day and up to twelve (12) bonus Sweepstakes entries per email address/person, during the Promotion Period for this method.

## **2. HOW TO ENTER THE GRAND PRIZE SWEEPSTAKES:**

**1) Make a Purchase:** During the Promotion Period, purchase a product from any of the Brands found on <https://www.snackworks.com/brands/> excluding Milka, Hu, Enjoy Life, Perfect Bar, Clif, Tates, Toblerone, Sour Patch Kids, Swedish Fish, and Halls (click link to view Brands) at any participating retail store location or online (each a "Qualifying Purchase") and locate the UPC code on the package. Then, during the Promotion Period, visit [www.TimeOutz4Snacks.com](http://www.TimeOutz4Snacks.com) ("Website") and follow the links and instructions to either register or log in, as outlined above in Rule 1. Next, enter the UPC code in the designated field and click/tap submit to receive one (1) entry into the Grand Prize Sweepstakes drawing.

**OR 2) Mail In:** To receive Sweepstakes entries into the Grand Prize Sweepstakes without making a purchase, handprint, on a 3" x 5" piece of paper, your name, street address, city, state, ZIP Code, daytime phone number, email address, and date-of-birth, and mail it in a #10 stamped envelope with proper postage affixed to Win Time Outz - 2025 March Madness, P.O. Box 5022, Department: 865188, Kalamazoo MI 49003-5022. Mail-in entries must be postmarked by April 7, 2025 and received by April 14, 2025. You will receive entry into the Grand Prize Sweepstakes drawing.

Limit: There is a maximum of twenty (20) entries into the Grand Prize Sweepstakes drawing, per email address/person, during the Promotion Period for either entering a UPC code or sending in a mail-in entry, as outlined above.

**3. 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, Elvis Communications Limited, Fetch, HMT Associates, Inc., National Collegiate Athletic Association ("NCAA"), Turner Broadcasting System, Inc. ("Turner"), CBS Broadcasting Inc. ("CBS"), 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 stepparents, 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.

**4. WINNER DETERMINATION AND PRIZE CLAIM: SWEEPSTAKES:** Two (2) separate prize drawings will be conducted, as follows: Administrator will select the one (1) potential Sweepstakes Grand Prize winner on or around April 21, 2025 in a random drawing from all eligible entries received for the Grand Prize drawing during the Promotion Period through both entry methods combined. Administrator will select the five (5) potential Sweepstakes First Prize winners on or around April 21, 2025 in a random drawing from all eligible entries received for the First Prize drawing during the Promotion Period (including bonus entries) through all of the entry methods listed in Rule 1, above, combined. The potential Sweepstakes winners will be notified at the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total of five hundred eighty (580) random, computer-generated winning times during the Promotion Period. Three hundred forty (340) allocated for Phase 1; one hundred thirty (130) allocated for Phase 2 and one hundred ten (110) allocated for Phase 3. 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 Grand Prize winner and each potential Sweepstakes First 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/Instant Win 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/ Instant Win 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. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Promotion Period and verification of winners' eligibility and compliance with these Official Rules.

## 5. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”):

**SWEEPSTAKES: One (1) Grand Prize:** A choice of trip for four (4) to the 2026 Men’s NCAA® Final Four® OR a trip for four (4) to the 2026 Women’s NCAA® Final Four®.

Men’s Prize Details: One (1) Grand Prize: A trip for four (4) to Indianapolis, IN to attend the 2026 NCAA® Men's Final Four®. Trip package consists of roundtrip coach class air transportation for four (4) 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 (two (2) rooms, double occupancy); ground transportation between hotel/airport; four (4) tickets to the 2026 NCAA® Men's Final Four® Semi-Final and Final Games on April 4 and April 6, 2026 (seating determined by Sponsor in its sole discretion); opportunity to participate in select experiences (determined by Sponsor in its sole discretion); gift bag and \$6,585 in spending money for winner only. Approximate Retail Value ("ARV"): \$28,535

Women’s Prize Details: One (1) Grand Prize: A trip for four (4) to Phoenix, AZ to attend the 2026 NCAA® Women's Final Four®. Trip package consists of roundtrip coach class air transportation for four (4) from major airport nearest winner's home (determined by Sponsor in its sole discretion) to Phoenix, AZ; five (5) days and four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); ground transportation between hotel/airport; four (4) tickets to the 2026 NCAA® Women's Final Four® Semi-Final and Final Games on April 3 and April 5, 2025 (seating determined by Sponsor in its sole discretion); opportunity to participate in select experiences (determined by Sponsor in its sole discretion); gift bag and \$7,585 in spending money for winner only. Approximate Retail Value ("ARV"): \$28,535

Winner and guests must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. 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 Game. 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 package description above, including but not limited to, meals, incidentals, gratuities, 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 or of another adult travel companion, each travel companion must be over the age of majority in the jurisdiction in which s/he resides 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. Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, hotels/accommodations, event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. Travel companions must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner. 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; winner will receive no compensation for the difference in value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV: \$28,535. Actual value may vary based on airfare

fluctuations and distance between departure and destination. Winner will not receive difference between actual value and ARV, if any.

Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received for the Grand Prize drawing during the Promotion Period through both entry methods described in Rule 2, combined.

**Five (5) First Prizes:** Two (2) tickets to a Men's 2026 NCAA Tournament game, one (1) \$500 digital fan gear promo code (terms and conditions apply) and one (1) \$1,500 pre-paid rewards card (terms & conditions apply) to be used toward travel expenses. Game location determined by Sponsor in its sole discretion. Additional travel arrangements and expenses outside of the \$1,500 will be at the winner's expense. Approximate Retail Value ("ARV"): \$3,500 each.

Odds of winning a Sweepstakes First Prize depend on the number of eligible entries received for the First Prize drawing during the Promotion Period through all entry methods described in Rule 1 (plus bonus entries), combined.

**INSTANT WIN GAME:**

<b>Instant Win - Phase 1</b>			
<b>Item</b>	<b>ARV</b>	<b># Awarded</b>	<b>Total ARV</b>
<b>Team merchandise of winner's choice (up to \$500 value and subject to availability)</b>	<b>\$500.00</b>	<b>3</b>	<b>\$1,500.00</b>
<b>Snack box (includes assorted Nabisco product, branded serving tray &amp; game day recipes)</b>	<b>\$65.00</b>	<b>75</b>	<b>\$4,875.00</b>
<b>\$100 digital fan gear promo code, terms and conditions apply</b>	<b>\$100.00</b>	<b>125</b>	<b>\$12,500.00</b>
<b>\$10 Retailer gift card, terms and conditions apply. Retailer will be determined based on winner's chose of preferred retailer upon registering for the Promotion. If the selected retailer does not offer gift cards, a pre-paid rewards card will be awarded in place of the retailer gift card (terms and conditions apply).</b>	<b>\$10.00</b>	<b>97</b>	<b>\$970.00</b>
<b>100,000 Fetch Points, redeemable for up to \$100 value in gift cards**</b>	<b>\$100.00</b>	<b>40</b>	<b>\$4,000.00</b>
<b>Total</b>		<b>340</b>	<b>\$23,845.00</b>

**\*\*Fetch point awards, redemption, and expiration will follow the Fetch Terms of Service found here: <https://fetch.com/terms-of-service>; Fetch point awards are also subject to Fetch Privacy Policy found here: <https://fetch.com/privacy-policy>. Registered email address must match Fetch account email address for Fetch Points to be awarded.**

<b>Instant Win - Phase 2</b>			
<b>Item</b>	<b>ARV</b>	<b># Awarded</b>	<b>Total ARV</b>
<b>Pre-recorded video message from an NCAA athlete (determined by Sponsor in its sole discretion), \$400 digital fan gear promo code (terms and conditions apply) and one (1) autographed jersey and basketball.</b>	<b>\$690.00</b>	<b>3</b>	<b>\$2,070.00</b>

Ultimate Fan Pack (includes \$450 digital fan gear promo code (terms and conditions apply) and \$100 ticket voucher, terms and conditions apply)	\$550.00	10	\$5,500.00
\$150 digital fan gear promo code, terms and conditions apply	\$150.00	60	\$9,000.00
\$10 Retailer gift card, terms and conditions apply. Retailer will be determined based on winner's chose of preferred retailer upon registering for the Promotion. If the selected retailer does not offer gift cards, a pre-paid rewards card will be awarded in place of the retailer gift card (terms and conditions apply).	\$10.00	35	\$350.00
100,000 Fetch Points, redeemable for up to \$100 value in gift cards**	\$100.00	22	\$2,200.00
<b>Total</b>		<b>130</b>	<b>\$19,120.00</b>

**\*\*Fetch point awards, redemption, and expiration will follow the Fetch Terms of Service found here: <https://fetch.com/terms-of-service>; Fetch point awards are also subject to Fetch Privacy Policy found here: <https://fetch.com/privacy-policy>. Registered email address must match Fetch account email address for Fetch Points to be awarded.**

<b>Instant Win - Phase 3</b>			
<b>Item</b>	<b>ARV</b>	<b># Awarded</b>	<b>Total ARV</b>
Virtual meet and greet with an NCAA athlete (determined by Sponsor in its sole discretion), \$400 digital fan gear promo code (terms and conditions apply) and one (1) autographed jersey and basketball. Meet & greet date/time determined by Sponsor in its sole discretion.	\$740.00	3	\$2,220.00
Ultimate viewing experience (includes outdoor inflatable screen and projector)	\$400.00	10	\$4,000.00
\$200 digital fan gear promo code, terms and conditions apply	\$200.00	40	\$8,000.00
\$10 Retailer gift card, terms and conditions apply. Retailer will be determined based on winner's choice of preferred retailer upon registering for the Promotion. If the selected retailer does not offer gift cards, a pre-paid rewards card will be awarded in place of the retailer gift card (terms and conditions apply).	\$10.00	32	\$320.00
100,000 Fetch Points, redeemable for up to \$100 value in gift cards**	\$100.00	25	\$2,500.00
<b>Total</b>		<b>110</b>	<b>\$17,040.00</b>

**\*\*Fetch point awards, redemption, and expiration will follow the Fetch Terms of Service found here: <https://fetch.com/terms-of-service>; Fetch point awards are also subject to Fetch Privacy Policy found here: <https://fetch.com/privacy-policy>. Registered email address must match Fetch account email address for Fetch Points to be awarded.**

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 Instant Win Game plays, and the number of Instant Win Game prizes available at the time each Instant Win 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) 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. All NCAA tickets are subject to the terms and conditions stated thereon. Total ARV of all prizes: \$106,040.00.

**6. 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.

**7. RELEASE:** By entering the Promotion, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold harmless Meta Platforms, Inc., X Corp., Reddit, Inc., Promotion Parties, National Collegiate Athletic Association ("NCAA"), Turner Broadcasting System, Inc. ("turner"), CBS Broadcasting Inc. ("CBS"), and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

**8. GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, 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), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries or plays received up to the time of the impairment. 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 or Instant Win Game, including but not limited to submitting fraudulent entries/plays, or to be acting in violation of the Official Rules of this or any other promotion by Sponsor or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the



Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. 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 Website, the Official Rules as posted on the Website shall prevail, govern, and control.

**9. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information either caused printing errors or by any of the equipment or programming associated with or utilized in the Promotion or provided by entrants; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (c) unauthorized human intervention in any part of the Promotion, including but not limited to the entry process; (d) technical or human error which may occur in the administration of the Promotion, including but not limited to the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use, inability to use, or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, if possible.

**10. 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.

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

**12. WINNERS LIST:** For the winner list of prizes valued over \$25.00, please [Click here](#). The winners' names will be posted after winner confirmation is complete.

**13. SEVERABILITY:** 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.

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