

GET YOUR NUTTY GAME ON: WORLD RECORD EDITION

OFFICIAL RULES

NO PURCHASE NECESSARY

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

This 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 (as defined below) in any way.

This promotion ("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 May 15, 2021 and ends at 11:59 pm ET on July 31, 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: During the Promotion Period, visit <http://www.nutterbutter.com> ("Website") and follow the links and instructions to complete and submit the registration form, including providing a valid email address. You will automatically receive one (1) Sweepstakes entry. After you submit the registration form, follow the links and instructions to take the provided personality quiz. Once you receive your results, you will advance to the Instant Win Game page and receive one (1) Instant Win Game play. You may also choose to "skip" the personality quiz and advance to the Instant Win Game page to receive one (1) Instant Win Game play. 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. Winners will be determined through random processes (see Rule 3, below). Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play per email address/person per day 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.

BONUS SWEEPSTAKES ENTRIES: After you enter the Promotion, you can earn bonus Sweepstakes entries, as described below. Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website. If you share the Promotion through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries.

Facebook Referral: Share a message about the Promotion on your Facebook wall. The wall post will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Twenty (20) bonus Sweepstakes entries, per email address/person, during the entire Promotion Period via this method of entry.

Twitter Share: Tweet a message about the Promotion on Twitter. The Tweet will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: Twenty (20) bonus Sweepstakes entries, per email address/person, during the entire Promotion Period via this method of entry.

2. ELIGIBILITY: Open 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., StreamElements, Inc., FaZe Clan 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., Puerto Rico and where prohibited.

3. WINNER DETERMINATION:

SWEEPSTAKES: Administrator will randomly select the potential Sweepstakes Grand Prize winner from all eligible entries received during the Promotion Period (including bonus entries) on or around August 2, 2021. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion.

INSTANT WIN GAME: There will be seventy-eight (78) 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.

Each potential winner, (or winner’s parent/legal guardian if winner is deemed a minor in his/her jurisdiction of residence [“Minor”]), must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within the time period stated at the time 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 Sweepstakes entries/ Instant Win Game plays. 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. In the event that a potential winner of a prize is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by a random drawing from among all remaining eligible Sweepstakes entries/ Instant Win Game Plays. Any prize won by a Minor will be awarded in the name of the winner’s parent/legal guardian. 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: Gaming Room Makeover, which includes Gaming Monitor, Gaming Desktop, External CD/DVD Drive, Speaker System, Gaming Desk, Gaming Chair, Gaming Headphones, Gaming Keyboard and Mouse, \$100 gift card for your gaming needs, T-Shirt, assorted packs of NUTTER BUTTER peanut butter sandwich cookies, and \$975 in spending money. Prize also includes a signed merch package (all details are determined by Sponsor in its sole discretion). ARV: \$5,550. Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received during the Promotion Period (including bonus entries).

INSTANT WIN GAME: Ten (10) First Prizes: One (1) \$60 gift card for your gaming needs and assorted Nutter Butter product (determined by Sponsor in its sole discretion). ARV: \$65.00.
Twenty (20) Second Prizes: One (1) pair of wireless earbuds and assorted packs of NUTTER BUTTER peanut butter sandwich cookies (determined by Sponsor in its sole discretion). ARV:

\$30.00. Forty-Eight (48) Third Prizes: One (1) T-Shirt and assorted packs of NUTTER BUTTER peanut butter sandwich cookies (determined by Sponsor in its sole discretion). ARV: \$25.00. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays during the Promotion Period, the number of prizes available at the time of an Instant Win Game play, and the timing of such Instant Win Game plays.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize per email address/person. 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. Winners will not be compensated for any difference between the stated ARV and the actual value of a prize at the time the prize is awarded. Terms and conditions of gift cards apply. No substitutions, cash redemptions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute prizes (or portions thereof) of equal or greater value if advertised prizes (or portions thereof) become unavailable. All prizes are awarded "as is" without further warranty of any kind, express or implied, in fact or in law, on the part of the Sponsor. Winners (and their parents/legal guardians if winners are Minors) agree to look to the manufacturer of the prize, and not the Sponsor or Administrator, for any warranty on the prize or for any damages arising out of acceptance or use of the prize. Total ARV of all prizes: \$8,000.00.

5. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By participating, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of the 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 Twitter, Inc., Facebook, Inc., Promotion Parties, their respective affiliates, directors, officers, shareholders, employees and assigns harmless from and against any and all claims and liability arising out of participation in the Promotion or the use or redemption of prizes (if applicable). Acceptance also constitutes permission to the Promotion Parties to use winners' names, likenesses, and biographical information for marketing purposes in all media worldwide, without limitation or further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost, late, garbled, damaged, or incomplete 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 the notification of potential winners. In no event will Sponsor be liable for more than the stated number of prizes in Rule 4. If due to a computer programming or other error, more prizes are claimed than are intended to be awarded according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all valid prize claims received. 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, in its sole discretion. If terminated, all remaining prizes will be awarded in a random drawing using all non-suspect Sweepstakes entries/Instant Win 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, entries will be declared made by the person named on the registration form, provided that the individual is eligible to participate in accordance with these Official Rules. All federal and state laws apply.

6. DISPUTES AND WAIVER: Except where prohibited, 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) to the extent allowed by applicable law, 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 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.

7. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/privacy_policy.html.

8. WINNERS' LIST: For a list of winners, visit <https://bit.ly/2TurJLx>. The winner list will be posted after winner confirmation is complete.

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

10. 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 Twitter or Facebook.