

## TOGETHER WE FAN

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

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

#### OPEN TO RESIDENTS OF THE 50 U.S., DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 18 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 February 14, 2020 and ends at 11:59 pm ET on April 6, 2020 ("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 [www.togetherwefan.com](http://www.togetherwefan.com) (Promotion "Website") and follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, answer the provided poll question by providing your favorite NCAA team. You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play, where 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. 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.

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

**“Lose” the Instant Win Game:** 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 ten (10) bonus Sweepstakes entries. Limit: Up to ten (10) bonus Sweepstakes entries, per email address/person, per day via this method during the Promotion Period.

**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 enters the Promotion through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entry, per email address/person, per day via this method during the Promotion Period.

**Twitter Share:** Tweet a message about the Promotion on Twitter. The Tweet will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) bonus Sweepstakes entry. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entry, per email address/person, per day via this method during the Promotion Period.

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.

**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 of Mondelēz Global, LLC (“Sponsor”), Merkle Inc. (“Administrator”), HMT Associates, Inc., the National Collegiate Athletic Association (“NCAA”), Turner Broadcasting System, Inc., CBS Broadcasting, Inc. and 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 select the potential Sweepstakes Grand Prize winner, in a randomizing drawing, from all eligible entries received during the Promotion Period (including bonus entries) on or around April 7, 2020. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be five hundred thirty (530) random, computer-generated winning times during the Promotion Period, ten (10) per Day. 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.

The potential Sweepstakes Grand Prize winner (or his/her parent/legal guardian if winner is a minor in his/her state of residence [“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 winner of an Instant Win Game prize 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. 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 appropriate manner described above. In the event that the potential Sweepstakes Grand Prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Any prize won by a Minor will be awarded in the name of the winner’s parent/legal guardian. Unclaimed Instant Win Game prizes 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:** A trip for four (4) to Indianapolis, IN to attend the 2021 NCAA® March Madness® Men’s Final Four. Trip package consists of roundtrip coach class air transportation for four (4) (winner and three (3) guests) 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); round-trip ground transportation between hotel and airport and hotel and games; four (4) tickets to the 2021 NCAA Men’s Final Four Semi-Final and Final Games on April 3, 2021 and April 5, 2021 (seating determined by Sponsor in its sole discretion); gift bag and \$6,400.00 in spending money for winner only. Winner 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. 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: \$27,700.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and ARV, if any.

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

**INSTANT WIN GAME: Five hundred thirty (530) Instant Win Game Prizes:** \$25.00 gift card to be used towards the purchase of fan gear, terms and conditions apply. ARV: \$25.00.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prize(s) available.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person/household. No substitutions or transfers of prizes permitted by winners. 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. All prizes are awarded "as is" without further warranty of any kind, express or implied, on the part of the Sponsor. Winners 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: \$40,950.00.

**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 user 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 transmission, receipt or processing of entries/ Instant Win Game plays. If due to a computer programming or other error, more prizes are claimed than 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. In no event will Sponsor be liable for more than the stated number of prizes 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, in its sole discretion. If terminated, all prizes will be awarded in a random drawing using all non-suspect entries 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 s/he is eligible to participate in accordance with these Official Rules. All federal and state laws apply.

#### **6. WAIVER/DISPUTE RESOLUTION:**

By entering this Promotion, participants (and their parents/legal guardians, if participants are Minors) agree that any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize 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.

By entering this Promotion, participants (and their parents/legal guardians, if participants are Minors) waive all rights to claim punitive, incidental and consequential damages, attorneys' fees or any damages other than actual out-of-pocket costs incurred to enter. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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](https://disclaimer.mondelezinternational.com/privacy_policy.html).

**8. WINNERS' LIST:** For a list of winners, visit <http://bit.ly/2pvL9Uk>. 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.

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