

CELEBRATE 5 NUTTY DECADES

OFFICIAL RULES

**NO PURCHASE NECESSARY
MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**OPEN TO RESIDENTS OF THE 50 U.S. AND DISTRICT OF COLUMBIA (“D.C.”) AND
PUERTO RICO, 18 YEARS OF AGE AND OLDER ONLY**

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc. or Twitter, Inc. Facebook and Twitter are not affiliated with the Sponsor in any way.

1. TO ENTER: Sweepstakes begins at 12:00 am ET on June 12, 2019 and ends at 11:59 pm ET on August 31, 2019 (the “Sweepstakes Period”). Visit nutterbutter.com (“Website”) and follow the links and instructions to complete the registration form (on first visit only). Then, follow the links and instructions to upload a photo showing how you are celebrating Nutter Butter’s 50th Birthday. Your photo must also include Nutter Butter cookies and/or Nutter Butter packaging (“Photograph”). To enter without making a purchase, take a picture of yourself with the image provided at https://s3.amazonaws.com/eprize-content/mondelez/nutterbutter/five_nutty_decades.jpg (“Photograph”). On subsequent visits, visit the Website and follow the links and instructions to log in and submit a Photograph. By submitting a Photograph, you will receive one (1) Sweepstakes entry. Winners will be chosen at random, as described in Rule 3, below. Photos will not be judged.

Limit: One (1) Sweepstakes entry, per email address/person, per day during the Sweepstakes Period. Use of any robotic, automatic, programmed or similar entry method to obtain more than the stated number of entries per day will void your entry/entries and result in disqualification. Potential winners are subject to verification before any prize will be awarded.

Acceptable formats for the photo are .gif, .png, .tiff, .bmp, and .jpeg. If any individuals other than yourself appear in the photo, you must have the permission of the individuals (or their parent’s or legal guardian’s permission if individuals are minors) to use their name/image in the Photograph. Proof of such permission may be required at Sponsor’s discretion. Uploading any Photograph further constitutes your (or your parent’s/legal guardian’s if you are deemed a minor in the state in which you reside) consent to grant the Sponsor certain rights in and to the Photograph, as described, below. Each Photograph entered must meet all Photograph Guidelines (described below) and be different from any entries previously submitted by you. Entry must be made in your name only, regardless of whether others contributed to or appear in the Photograph. Photographs that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Photographs that are found to be copies of other Photographs previously entered or to contain content plagiarized from other websites and/or publications, or to contain content prohibited by the Photograph Guidelines will be void and will result in disqualification.

Photograph Guidelines: Photographs cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities

that may appear unsafe or dangerous, overconsumption or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others without permission; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By entering a Photograph you warrant and represent that: (a) it has not been previously published; (b) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (c) publication of the Photograph via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless Sponsor from any claims to the contrary. Any Photograph that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason will be disqualified.

2. ELIGIBILITY: Sweepstakes is open only to residents of the 50 United States and D.C. and Puerto Rico, who are 18 years of age and older as of the time of entry. Employees of Mondelēz Global, LLC ("Sponsor"), Momentum Worldwide, HMT Associates, Inc., HelloWorld, Inc. ("Administrator") (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 are not eligible to participate in Sweepstakes. Void where prohibited.

3. SWEEPSTAKES DRAWING: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes, the selection of the potential winners, and all matters related to the Sweepstakes, are final and binding. Administrator will select potential Sweepstakes winners on or around September 3, 2019 in a random drawing from among all eligible entries received. **Winner will not select his/her preferred trip; trip prizes are randomly selected by Administrator.** The potential winners will be notified by email. Each potential winner (parent/legal guardian if winner is a minor in his/her state of residence) must execute and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") within five (5) days of 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. The return of any prizes/prize notifications as undeliverable or if a potential winner fails to comply with any of these requirements or with the Official Rules in any way may result in disqualification and an alternate winner may be selected in a random drawing from among all remaining eligible entries. Failure by potential winner to provide the requested information within the stated time period may result in the automatic forfeiture of the prize. If potential winner of any prize cannot be contacted or the prize is rejected or returned as undeliverable, or potential winner fails to provide any requested information within the required time period, the potential winner forfeits his/her prize. Receiving prize is contingent upon compliance with these Official Rules. In the event that potential 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. Only three (3) alternate drawings will be held if necessary to award any unclaimed prize, after which the prize will remain un-awarded.

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

ONE (1) WOODSTOCK, NY TRIP PRIZE: A trip for four (4) to Woodstock, NY. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Woodstock, NY; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); a gift bag with Nutter Butter snacks (determined by Sponsor); a \$400 check for winner to spend on an activity of their choice; ground transportation to and from destination airport and hotel; \$1,000 spending money; and travel agent services. ARV: \$8,200.00.

ONE (1) NEW YORK, NY TRIP PRIZE: A trip for four (4) to New York, NY. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to New York, NY; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); a gift bag with Nutter Butter snacks (determined by Sponsor); a \$400 check for winner to spend on an activity of their choice; ground transportation to and from destination airport and hotel; \$1,000 spending money; and travel agent services. ARV: \$8,500.00.

ONE (1) DAYTONA BEACH, FL TRIP PRIZE: A trip for four (4) to Daytona Beach, FL. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Daytona Beach, FL; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); a gift bag with Nutter Butter snacks (determined by Sponsor); a \$400 check for winner to spend on an activity of their choice; ground transportation to and from destination airport and hotel; \$1,000 spending money; and travel agent services. ARV: \$8,200.00.

ONE (1) BEVERLY HILLS, CA TRIP PRIZE: A trip for four (4) to Beverly Hills, CA. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Beverly Hills, CA; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); a gift bag with Nutter Butter snacks (determined by Sponsor); a \$400 check for winner to spend on an activity of their choice; ground transportation to and from destination airport and hotel; \$1,000 spending money; and travel agent services. ARV: \$9,700.00.

ONE (1) ORLANDO, FL TRIP PRIZE: A trip for four (4) to Orlando, FL. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Orlando, FL; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); a gift bag with Nutter Butter snacks (determined by Sponsor); a \$400 check for winner to spend on an activity of their choice; ground transportation to and from destination airport and hotel; \$1,000 spending money; and travel agent services. ARV: \$10,100.00.

ONE (1) AUSTIN, TX TRIP PRIZE: A trip for four (4) to Austin, TX. Trip package includes round trip, coach-class air transportation for four (4) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Austin, TX; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); a gift bag with Nutter Butter snacks (determined by Sponsor); a \$400 check for winner to spend on an activity of their choice; ground transportation to and from destination airport and hotel; \$1,000 spending money; and travel agent services. ARV: \$8,200.00.

For Each Travel Prize: Winner must complete the trip within one (1) year from the drawing date 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. 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, ground transportation, 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 of winner, travel companion must be eighteen (18) years of age or older (or the age of majority in his/her state of residence if majority age is over 18) 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 in his/her state of residence, one of his/her travel companions must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. 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. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value, if any. Prizes are non-transferable and no cash or other substitution will be made except as provided herein or at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize (or prize component) for one of equal or greater value if the designated prize (or prize component) should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. Limit one prize per person. Total ARV of all prizes: \$52,900.00.

5. PUBLICITY: Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is deemed a minor in his/her state of residence ("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 Sweepstakes 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, if any, are the responsibility of the winners. By entering Sweepstakes, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Administrator. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to hold Promotion Parties, and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of participation in the Sweepstakes or use or redemption of prize (if applicable). Promotion Parties are not responsible for lost, misdirected, garbled or late 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 Sweepstakes, or by any human error, which may occur in the transmission, receipt or processing of the entries in this Sweepstakes. Promotion Parties are further not responsible for: unauthorized human intervention in any part of the entry process or the Sweepstakes generally; incomplete or inaccurate information on Sponsor's website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; electronic or human error which may occur in the administration of the Sweepstakes, or

announcement of the winners. If due to a 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 legitimate prize claims received. In no event will Sponsor be liable for more than the number of prizes stated in Rule 4. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the integrity of the Sweepstakes, the Administrator reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated prior to stated end date, prizes will be awarded in a random drawing from among all non-suspect entries received as of the date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the name on the online entry form, provided he/she complies with these Official Rules. All federal, state and local laws apply. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law (as well as disqualifying such individual).

7. RIGHTS IN PHOTOGRAPHS: In consideration of entrant's Photograph being submitted for this Promotion and included in the prize drawing, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, edit, delete or display such Photograph, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without limitation and without any further right of approval or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) authorizes the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner they see fit, the Photograph submitted to Sponsor and to make derivative works from such material. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees, and shall be freely assignable by Sponsor and that the Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) releases the Promotion Parties and each of their respective assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity, in connection therewith. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Sweepstakes, including, without limitation, the entrant's decision to provide the entrant's Photograph to Sponsor for purposes of the Sweepstakes, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and Entrant, does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Photograph, and that the only contracts, express or implied, between the Promotion Parties, and entrant are as set forth in these Official Rules. In addition, by participating in the Sweepstakes, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants permission for the Promotion Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

8. WAIVER: By entering this Sweepstakes, 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 Sweepstakes-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

9. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy http://brands.nabisco.com/MiscContent/privacy_policy.aspx.

10. WINNERS' LIST: For a winner list, visit <https://bit.ly/2N36Wum>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.
PROMOTION ADMINISTRATOR: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

All trademarks used herein are the property of their respective owners.

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