

## OREO 110 BIRTHDAY GIVEAWAY SODEXO

### OFFICIAL RULES

**NO PURCHASE NECESSARY. Making a purchase will not increase your chances of winning a prize.**

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

The OREO 110 Birthday Giveaway Sodexo ("Instant Win Game") begins at 12:00 am Eastern Time ("ET") on March 1, 2022 and ends at 11:59 pm ET on March 31, 2022 ("Promotion Period").

**1. TO PLAY:** During the Promotion Period, visit <http://mondelez.promo.eprize.com/oreo110birthday22> and follow the onscreen instructions to provide all information required to enter. By doing so, you will advance to the Instant Win Game page and receive one (1) Instant Win Game play. On subsequent visits, follow the onscreen instructions to enter your email address and you will advance to the Instant Win Game page and 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. The awarding of prizes is subject to verification by Merkle Inc. of the Instant Win Game plays, the potential winners' eligibility, and the potential winners' compliance with these Official Rules.

Limit: 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 to obtain more than one (1) Instant Win Game play per day will void all such Instant Win Game plays and result in disqualification.

**2. ELIGIBILITY:** Instant Win Game is open to residents of the 50 United States (and D.C.) and Puerto Rico, who are 18 years of age and older at the time of entry, except for employees, officers and directors of Mondelez Global LLC ("Sponsor"), Merkle Inc. ("Administrator"), HMT Associates, Inc., Publicis, Media Monks, their respective parent companies, 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 where prohibited.

**3. ALL POTENTIAL WINNING INSTANT WIN GAME PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING INSTANT WIN GAME PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER PURPORTED EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY INSTANT WIN GAME PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**

**4. WINNER DETERMINATION:** There will be one hundred and twenty (120) 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 will be required to provide his/her full name and home mailing address to confirm eligibility within five (5) days of the date notice or attempted notice is provided, in order to claim his/her prize. 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 will result in disqualification and an alternate winner will be selected by random drawing from among all other Instant Win Game plays. Failure by a potential winner to provide the requested information will result in the automatic forfeiture of the prize. In the event that a potential winner is disqualified for any reason, Sponsor will, at its discretion, award the applicable prize to an alternate winner by random drawing from among all other Instant Win Game plays. If necessary, only three (3) such drawings will be held, after which the applicable prize will remain un-awarded if not properly claimed. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Instant Win Game and verification of winners' eligibility.

**5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):** **Twenty (20) Grand Prizes:** A \$250.00 online retailer gift card. Terms and conditions of gift cards apply. ARV: \$250.00 each. **One hundred (100) First Prizes:** A swag bag which includes one (1) OREO Cookie jar, one (1) OREO Cookie tote bag, and four (4) or six (6) pack of OREO Cookies (1.2 oz or 2.4 oz). All details are determined by Sponsor in its sole discretion. ARV: \$50.00 each.

Limit: one (1) Grand Prize and one (1) First Prize per email address/person. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays, the timing of such Instant Win Game plays, and the number of prizes available at the time of such Instant Win Game plays. No prize substitutions, cash redemptions 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) becomes unavailable. Each prize is awarded "as is" without, to the extent allowed by applicable law, any warranty, representation or guarantee of any kind, express or implied, on the part of the Sponsor. Total ARV of all prizes is \$10,000.00.

**6. 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 deemed minors in the jurisdiction in which they reside ("Minors")) accept and agree to these Official Rules and the decisions of the Administrator, which shall be final in all matters. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to hold Promotion Parties, their respective affiliates, directors, officers, shareholders, employees, franchisees and assigns harmless against any and all claims and liability arising out of participation in the Instant Win Game and/or use or redemption of prizes (if applicable).

Promotion Parties are not responsible for lost or late Instant Win Game plays or notifications, 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 entrant or by any of the equipment or programming associated with or utilized in this Instant Win Game, or by any human or other error which may occur in the programming of this Instant Win Game or the notification of potential winners. If due to a computer programming or other error, the number of prize-winning messages exceeds the intended number of prizes according to Rule 5, the intended number of prizes will be awarded in a random drawing from among all valid recipients of such messages. In no event will Sponsor be liable for more than the stated number of prizes in Rule 5. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Instant Win Game, or if technical difficulties compromise the integrity of the Instant Win Game, the Administrator reserves the right to modify or terminate the Instant Win Game in a manner deemed reasonable by the Administrator, in its sole discretion. If the Instant Win Game is terminated prior to the stated end date of the Promotion Period, the prizes will be awarded in a random drawing from among all non-suspect Instant Win Game plays made as of the date/time of termination. Thereafter, no further Instant Win Game plays will be allowed, and no further prizes will be awarded. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the person whose name was submitted on the online entry form associated with the winning Instant Win Game play, provided s/he is eligible to participate. All federal and state laws apply.

**7. PUBLICITY:** Acceptance of a prize shall constitute and signify each winner's (and his/her 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 Sweepstakes for promotional, marketing, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including but not limited to the Internet and social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

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

**9. WAIVER AND DISPUTES:** Except where prohibited, entrant (and his/her parent/legal guardian if the entrant is a Minor) agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Instant Win Game 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 (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Instant Win Game, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, entrant (and his/her parent/legal guardian if the entrant is a Minor) waives 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 his/her parent/legal guardian if the entrant is a Minor) and Sponsor in connection with the Instant Win Game, 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 Instant Win Game-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern, and control.

**10. WINNERS LIST:** For a winners list, visit <https://bit.ly/3rBYIVp>. The winners list will be posted after winner confirmation is complete.

**SPONSOR:** Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.

**ADMINISTRATOR:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

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