

OREO MYSTERY FLAVOR 2019

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.") & PUERTO RICO, 18 YEARS OF AGE AND OLDER ONLY

1. TO ENTER: Sweepstakes begins online at 12:00 am ET on September 15, 2019 and ends online at 11:59 pm ET on November 10, 2019 (the "Sweepstakes Period"). (See end date for Mail-in entries below.) **There are two ways to enter: A) Provide a Guess:** Either purchase a package of the OREO Mystery product and taste the cookie or view Sponsor's Sweepstakes advertisement(s) that contain a clue as to the flavor of the cookie. Then, visit MysteryOREO.com ("Website") and follow the links and instructions to complete the registration form and provide your guess as to the flavor of the 2019 OREO Mystery cookie. If you provide a correct answer, you will receive one (1) entry into the Sweepstakes. **OR B) Mail In:** To receive your Sweepstakes entry without making a purchase or providing a correct guess, hand print, on a 3" x 5" piece of paper, your name, street address, city, state, zip, daytime phone number, email address, date-of-birth, and a guess as to the flavor of the 2019 Mystery OREO cookie and mail it in a #10 stamped envelope with proper postage affixed to: OREO Mystery Flavor 2019 – Entry, P.O. Box 5224, Department: 840041, Kalamazoo MI 49003-5224. Mail-in entries must be postmarked by November 11, 2019 and received by November 18, 2019. You will receive one (1) into the Sweepstakes whether your guess is correct or not for each properly submitted and received mail-in entry. Proof of mailing does not constitute proof of receipt.

Limit: One (1) Sweepstakes entry, per email address/person, per day during the Sweepstakes Period regardless of method of entry. 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.

BONUS SWEEPSTAKES ENTRIES: There are three (3) ways to earn bonus Sweepstakes entries:

- A. Facebook Referral:** After you enter the Promotion, follow the instructions to 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: One (1) bonus Sweepstakes entry, per email address/person, per day during the Promotion Period via this method of entry.
- B. Twitter Share:** After you enter the Promotion, follow the instructions to 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. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entry, per email address/person, per day during the Promotion Period via this method of entry.

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.

- C. Mail In:** To receive your bonus Sweepstakes entries without making a purchase or providing a correct guess, hand print, on a 3" x 5" piece of paper, your name, street address, city, state, zip, daytime phone number, email address, and date-of-birth, and mail it in a #10 stamped envelope with proper postage affixed to: OREO Mystery Flavor 2019 – Bonus Entries, P.O. Box 5224, Department: 840041, Kalamazoo MI 49003-5224. Mail-in entries must be postmarked by November 11, 2019 and received by November 18, 2019. You will receive two (2) bonus entries into the Sweepstakes for each properly submitted and received mail-in entry. Proof of mailing does not constitute proof of receipt.

Limit: Up to two (2) bonus Sweepstakes entries, per email address/person, per day during the Promotion Period regardless of method of entry or combination of method of entry.

2. ELIGIBILITY: Sweepstakes is open only to residents of the 50 United States (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"), The Martin Agency, 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. Any social influencer partnering with the Sponsor on this Sweepstakes is not eligible to participate in this 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 winner, and all matters related to the Sweepstakes, are final and binding. Administrator will select potential Sweepstakes winner in a random drawing from among all eligible entries received in accordance with these Official Rules through both entry methods combined on or about November 19, 2019. The potential winner will be notified by email or phone. The potential winner (or his/her parent/legal guardian if winner is a minor in his/her state of residence) must execute and return a Declaration of Compliance, Liability Release and, where permissible, 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 prize/prize notification as undeliverable or if the 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 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 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 an unclaimed prize, after which the prize will

remain un-awarded. Prize will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes and verification of winner.

4. PRIZE: One (1) Grand Prize: A \$50,000 check. Prize is non-transferable. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning the prize depend on the number of eligible entries received in accordance with these Official Rules through both entry methods combined.

5. PUBLICITY: Acceptance of prize shall constitute and signify winner's (and his/her parent's or legal guardian's if winner is deemed a minor in his/her place 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 prize, if any, are the responsibility of the winner. 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, postage-due 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, human or other error, or other cause; electronic or human error which may occur in the administration of the Sweepstakes, or announcement of the winner. If due to a programming or other error, more than one (1) prize is claimed, as intended to be awarded according to Rule 4, the one (1) prize will be awarded in a random drawing from among all valid prize claims received. In no event will Sponsor be liable for awarding more than one (1) prize, as 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, prize will be awarded in a random drawing from among all non-suspect entries received as of the date/time of termination through both entry methods combined. In the event a dispute arises as to the identity of 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. DISPUTES: Entrant (and his/her 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 Sweepstakes or the 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; (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 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 Sweepstakes, 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.

8. WAIVER: By participating in 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.**

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

10. WINNER'S NAME: For the name of the winner, visit <https://bit.ly/2XltEgf>. The winner's name 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.