

**OREO #ProudParent Program
Terms & Conditions**

NO PURCHASE NECESSARY. Making a purchase will not increase your chances of receiving a Reward (as defined below).

OPEN TO RESIDENTS OF THE 50 UNITED STATES, D.C. AND PUERTO RICO, 13 YEARS OF AGE AND OLDER ONLY

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

1. HOW TO PARTICIPATE: Program begins at 9:30 a.m. ET on October 9, 2020 and ends at 11:59 p.m. ET on October 31, 2020 or when ten thousand (10,000) participants participate to claim the "Reward" (defined below), whichever occurs first (the "Program Period").

Participation Requirements: To participate, you will need to have a publicly-viewable, personal Twitter and/or Instagram account (each a "Social Account"). Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<http://instagram.com/about/legal/terms/#>). You may not participate via a shared or corporate Social Account. When you register for a Social Account, you (or your parent or legal guardian if you are deemed a minor in the jurisdiction in which you reside ("Minor")) are indicating that you have read and agree to accept all terms, conditions and policies of the Social Account. If participating via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply. A mobile device is not required to participate in the Program.

Step 1 - Twitter or Instagram: During the Promotion Period, take the following actions to participate:

- (a) Follow @OREO on Twitter/Instagram;
- (b) Tweet/post an original photo you have taken that demonstrates what "allyship" means to you, or in other words, a photo that represents your pride and acts of support for the LGBTQ+ community ("Photograph") and include the hashtags #ProudParent and #Giveaway ("Required Hashtags"), and tag @OREO;
- (c) Your Account settings must remain public during the Program Period and until all Rewards are awarded;
- (d) You must not change your Instagram or Twitter handle during the Program Period and until all Rewards are awarded; and
- (e) If you are eligible to participate, and if you are one of the first ten thousand (10,000) participants to enter, you will be notified by @OREO, as outlined below.

Twitter: If you participate on Twitter, you will be notified by @OREO via a Direct Message with further instructions as outlined in Step 2.

Instagram: If you participate on Instagram, @OREO will comment on your post asking that you send a Direct Message to @OREO. Once you do so, @OREO will respond via a Direct Message with further instructions as outlined in Step 2.

PLEASE NOTE: that a notification from @OREO does not necessarily indicate that you will receive a Reward. The Program must still be on-going at the time your completed registration form (see Step 2, below) is received in order to qualify for a Reward.

Step 2 – Website: Visit the provided website URL (“Website”), from the Direct Message notification, during the Program Period, and complete and submit the registration form including full name, valid email address, valid mailing address (P.O. Boxes are not permitted) and date of birth. If the Program is still on-going at the time Sponsor receives your registration form, you will qualify to receive a Reward.

Qualifying participants will be notified and will receive a further communication from Sponsor, after which they will receive one (1) package of limited edition OREO Rainbow Cookies (the “Reward”). If a qualifying participant is a Minor, the Reward will be shipped to participant’s parent or legal guardian. Approximate Retail Value (“ARV”): \$3.33 each. **Limit: One (1) Reward per participant and up to five (5) Rewards per household.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of Rewards by using multiple/different email addresses, identities or any other method will result in disqualification of participant. The Reward will be fulfilled within approximately 8-10 weeks after the conclusion of the Program Period. The total ARV of all Rewards available in this Program is \$33,300.

If any individuals other than yourself appear in the Photograph, you must have the permission of the individuals (or their parent’s or legal guardian’s permission if individuals are Minors) to use their image in the Photograph. Proof of such permission may be required at Sponsor’s discretion. Tweeting/posting any Photograph further constitutes your (or your parent’s/legal guardian’s if you are a Minor) consent to grant the Sponsor certain rights in and to the Photograph, as described, below. Each Photograph must meet all Photograph Guidelines (described below) and be different from any Photograph(s) 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 of the Photograph and the entrant who submitted it.

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, marijuana, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, 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; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. By tweeting/posing a Photograph you (or your parent/legal guardian if you are a Minor) warrant and represent that: (a) it has not been previously published; (b) it has not received previous awards; (c) 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 (d) 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. Participant (or his/her parent/legal guardian if Participant is a Minor) will indemnify and hold harmless Sponsor from and against 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 Program for any reason will be void and

disqualified. Please note that Photographs are not required to include or reference Sponsor's brands, trademarks, logos or products.

2. ELIGIBILITY: Open to residents of the 50 United States (and D.C) and Puerto Rico who are 13 years of age or older at the time of participation. Employees of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), 360i, HMT Associates, Inc. (collectively, "Program 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 this Program.

3. RELEASE: By participating in this Program, participant (and participant's parent/legal guardian if participants is a Minor) agrees to release and hold harmless Sponsor, Merkle Inc., Twitter, Inc., Instagram, LLC and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Program, including but not limited to the receipt or use of a Reward.

4. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

5. RIGHTS IN PHOTOGRAPHS: In consideration of participant's Photograph being submitted for this Program, each participant (and his/her parent or legal guardian, if participant is a Minor) hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly or privately 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 participant (and his/her parent or legal guardian, if participant 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 participant (and his/her parent or legal guardian, if participant 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 Program Parties and their assignees and licensees shall have no obligations whatsoever to participant. Sponsor is not obligated to use any of the above mentioned rights, 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 participant (and his/her parent or legal guardian, if participant is a Minor) releases the Released 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 participant (and his/her parent or legal guardian, if participant is a Minor) agrees and acknowledges that participation in the Program, including,

without limitation, the participant's decision to provide the participant's Photograph to Sponsor for purposes of the Program, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Program Parties and participant, does not place the Program Parties in a position that is any different from the position held by members of the general public with regard to elements of the participant's Photograph, and that the only contracts, express or implied, between the Program Parties, and participant are as set forth in these Official Rules. In addition, by participating in the Promotion, each participant (and his/her parent or legal guardian, if participant is a Minor) hereby grants permission for the Program Parties to use participant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without limitation and without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

If requested, entrant (or entrant's parent or legal guardian if entrant is a Minor) must sign any documentation that may be required to make use of the non-exclusive rights entrant (or entrant's parent or legal guardian if entrant is a Minor) is granting in and to the Photograph. By entering, each entrant (or entrant's parent or legal guardian if entrant is a Minor) acknowledges and agrees that entrant will not receive compensation for his/her Photograph.

6. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by participants, printing or human errors or by any of the equipment or programming associated with or utilized in the Program; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the registration process or the Program; (iv) technical or human error which may occur in the administration of the Program or the processing of registrations and/or notifications; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program.

All Rewards are provided "as is" without warranties or guarantees of any kind, express or implied, in fact or in law, on the part of the Sponsor.

7. PRIVACY POLICY: Information collected by Sponsor from participants for Program purposes is subject to the Sponsor's Privacy Policy <http://www.mondelezinternational.com/privacy-policy.aspx>.

8. WAIVER: By participating in this Program, participants (and participants' parents/legal guardians if participants are Minors) agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Program 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 Program but in no event attorneys' fees; and (iii) under no circumstances will participants be permitted to obtain awards for, and participants (and participants' parents/legal guardians if participants are Minors) hereby waive 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 Terms and Conditions, or the rights and

obligations of the participant and Sponsor in connection with this Program, 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 Terms & Conditions 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 Terms & Conditions 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 Program-related materials or notifications and these Terms & Conditions, these Terms & Conditions shall prevail, govern and control.

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

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

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