

SING IT WITH OREO 2021

OFFICIAL RULES

NO PURCHASE NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

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

This Promotion is no way sponsored, endorsed, administered by, or associated with Facebook or Twitter or Walmart. Facebook and Twitter and Walmart are not affiliated with 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 1, 2021 and ends at 11:59 pm ET on February 28, 2021 ("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: Visit www.OREOsing.com ("Website") and follow the links and instructions to complete the registration form (on first visit only). You automatically will receive one (1) Sweepstakes entry and one (1) Instant Win Game play, and 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. Potential winners and Instant Win Game plays 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.

Donation: For each entrant that "clicks" on the "Click to Help Us Give" button during the Sweepstakes Period, Sponsor will donate \$1 to The Born This Way Foundation up to a maximum of \$50,000. See The Born This Way Foundation website at <https://bornthisway.foundation/> to learn more about this charity.

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, officers and directors of Mondelez Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), Mojo Marketing, HMT Associates, Inc., 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. and Puerto Rico, and where prohibited.

3. WINNER DETERMINATION AND PRIZE CLAIM: SWEEPSTAKES: Administrator will select the potential Sweepstakes winner in a random drawing from all eligible entries received during the Promotion Period on or around March 1, 2021. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total of eighty-one (81) 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).

The potential Sweepstakes prize winner (and his/her parent/legal guardian if winner is deemed a minor in the jurisdiction in which s/he resides ("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 a physical 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 in a random drawing from among all remaining eligible entries/Game plays received. 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 manner described above, as determined by Sponsor in its sole discretion. In the event that the potential Sweepstakes prize winner or a potential winner of an Instant Win Game prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries/Game plays. Any prize won by a Minor will be awarded in the name of the winner's parent/legal guardian. Unclaimed Instant Win Game prizes valued at \$25 or less 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: Winner will have the opportunity to choose one (1) of the following concert trip prize options:

London: 7 day/6-night trip for two (2) to London, England. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to London on Sponsor designated dates in 2021; 7 days/6 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for the winner only and \$4,600 in spending money for the winner only. ARV: \$20,100.00.

Paris: 7 day/6-night trip for two (2) to Paris, France. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Paris on Sponsor designated dates; 7 days/6 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between airport/hotel and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for the winner only and \$4,600 in spending money for the winner only. ARV: \$20,100.00.

Los Angeles: 4 day/3-night trip for two (2) to Los Angeles, CA. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Los Angeles, CA on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for the winner only and \$2,900 in spending money for the winner only. ARV: \$12,600.00.

Las Vegas: 4 day/3-night trip for two (2) to Las Vegas, NV. Trip consists of roundtrip coach class air travel for two (winner and one (1) guest) from major airport nearest winner's residence (as determined by Sponsor) to Las Vegas, NV on Sponsor designated dates; 4 days/3 nights hotel accommodations (one room, double occupancy); roundtrip ground transportation between winner's home/airport and hotel/concert venue; a gift bag; two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga; one (1) personalized OREOgram message and autograph from Lady Gaga for winner only and \$2,900 in spending money for the winner only. ARV: \$12,600.00.

For the Grand Prize concert trip: Lady Gaga meet and greet is subject to Lady Gaga's schedule and availability. If Lady Gaga meet and greet does take place, it may be in person or virtual, as determined by Sponsor in its sole discretion. 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. 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 Grand Prize description above, including but not limited to, other 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 or legal ward 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 ("Minor")) 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, travel companion must be winner's parent/legal guardian. Travel companion (or winner, if travel companion is winner's Minor child or legal ward) must execute liability/publicity releases prior to issuance of travel documents. **Winner and travel companion are solely responsible for obtaining valid passports and any other documents necessary for international travel.** Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to chosen city, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded in lieu of air transportation. 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 value and ARV, if any. If total costs differ from the stated ARV, winner will not be awarded the difference in cash or any form. The Sponsor is not responsible if the concert is delayed, postponed or cancelled for any reason, or if meet and greet is cancelled, and winner will not be reimbursed for concert ticket value. In such case, Sponsor's liability will be limited to awarding the remainder of the prize components. Seating and timing to be determined in the sole discretion of Sponsor. Tickets may be subject to concert promoter's/venue's standard rain-check policies and procedures. By accepting prize, winner agrees to abide by any terms, conditions and restrictions provided on the concert tickets or otherwise imposed by the concert promoter/venue. Winner will not be

compensated for concert ticket value if s/he chooses to not attend the concert, or cannot attend it for any reason, including but not limited to illness.

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

INSTANT WIN GAME:

Fifteen (15) First Prizes: Each winner will receive one (1) limited edition Chromatica hat. ARV: \$35.00 each. **Fifteen (15) Second Prizes:** Each winner will receive one (1) Chromatica Exclusive Clear LP. ARV: \$28.50 each. **Twenty-one (21) Third Prizes:** Each winner will receive one (1) limited edition Chromatica tote. ARV: \$25.00 each. **Fifteen (15) Fourth Prizes:** Each winner will receive one (1) limited edition Chromatica mug. ARV: \$25.00 each. **Fifteen (15) Fifth Prizes:** Each winner will receive one (1) limited edition Chromatica bandana. ARV: \$15.00 each.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays made during the Promotion Period, the timing of such Game plays, and the number of Instant Win Game prizes available at the time each Game play is made.

The actual value of prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person. No substitutions or transfers of prizes permitted by winners except at the discretion of the Sponsor; prizes are not redeemable for cash. 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. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners (and their parents or legal guardians if winners are Minors) agree to look to the manufacturer or supplier of the prize or prize component, and not the Sponsor or Administrator, for any warranty on the prize or prize component or for any damages arising out of acceptance or use of the prize or prize component. Total ARV of all prizes is up to: \$22,178.00.

5. PUBLICITY: Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is 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 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 are the responsibility of the winners. By entering the Promotion, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of 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 Promotion Parties, Facebook, Twitter, Walmart and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, "Released Parties") harmless from and against any and all claims and liability arising out of participation in the Promotion or use or redemption of any prize (if applicable). Released Parties are not responsible for technical, hardware or software malfunctions or errors, 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 Promotion, or for any human error, which may occur in the programming of this Promotion or in the transmission, receipt or processing of the entries/Instant Win Game plays. In no event will Sponsor be liable for more than the number of prizes stated in Rule 4. If due to a computer programming or other error, more prizes are claimed than are intended to be awarded in this Promotion according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all valid prize claimants. Released Parties are further not responsible for: unauthorized human intervention in any part of the Sweepstakes entry and/or Instant Win Game play processes, or in the Promotion generally; incomplete or inaccurate information on Sponsor's Website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; or electronic or human error which may occur in the administration of the Promotion, or announcement of the winners. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Promotion, or if technical or other 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, at the Administrator's sole discretion. If terminated prior to stated end date/time of the Promotion Period, all remaining prizes will be awarded in a random drawing from among all non-suspect entries/Game Plays received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the authorized account holder of the email address used to enter/register, 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 Promotion 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 entrant's parent/legal guardian if entrant is a Minor) agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes 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; (b) 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 (c) under no circumstances will entrant be permitted to obtain awards for and entrant (and entrant's parent/legal guardian if entrant is a Minor) 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 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.

8. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/privacy_policy.html.

9. WINNERS' LIST: For a list of winners of prizes valued over \$25, visit <https://bit.ly/3nRbw0B>. 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.