

## OREO – THE STUF INSIDE

### OFFICIAL RULES

#### NO PURCHASE NECESSARY

#### OPEN TO RESIDENTS OF THE 50 U.S., D.C., AND PUERTO RICO 18 YEARS AND OLDER ONLY

This promotion ("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 4, 2019 and ends at 11:59 pm ET on March 6, 2019 ("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: There are two (2) ways to enter: A.) Make a Purchase:** Locate and/or purchase a package of standard size embossed or thin size embossed Chocolate, Golden, or Red Velvet OREO cookies (each an "Eligible OREO Cookie"). During the Promotion Period, visit [www.oreo.com](http://www.oreo.com) and/or [www.thestufinside.com](http://www.thestufinside.com) (each a Promotion "Website") and follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, click on/tap the "Play" button on the Website and follow the links and instructions to initiate the camera on your mobile or tablet device and take a picture of a single Eligible OREO Cookie. Only pictures of an Eligible OREO Cookie will be accepted. You automatically will receive one (1) Sweepstakes entry and advance to the Instant Win Game page and receive one (1) Instant Win Game play. **B.) Alternate Method:** During the Promotion Period, visit the Website and follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, click on/tap the "Play" button and then click on/tap the "Play without Camera" button on the Website. You automatically will receive one (1) Sweepstakes entry and 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. Prizes are subject to verification by HelloWorld, Inc. Winners will be chosen at random.

**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 more than the stated number of Sweepstakes entries or Instant Win Game plays per day will void all entries/plays and result in disqualification.

**Offer:** The first time you receive an Instant Win Game "lose" message, you will receive a digital downloadable OREO wallpaper ("Offer"). ARV of Offer: \$0.99 USD. Limit One (1) Offer per email address/person during the Promotion Period.

**BONUS ENTRIES:** After you enter the Promotion, you can earn bonus Sweepstakes entries, as described below. Your Facebook and/or Twitter Share message must be posted to your applicable Facebook or Twitter account 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.

**Facebook Referral:** 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: Up to one thousand (1,000) bonus Sweepstakes entries, per email address/person, during the Promotion Period.

**Twitter Share:** Tweet a message about the Promotion on Twitter. By doing so, you will receive one (1) bonus Sweepstakes entry. Limit: Up to one (1) bonus Sweepstakes entry, per email address/person, per day during the Promotion Period.

**2. ELIGIBILITY:** Open 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 of Mondelēz Global, LLC (“Sponsor”), HelloWorld, Inc. (“Administrator”), The Martin Agency, Weber Shandwick, Vayner Media, Spark Foundry, 360i, HMT Associates, Inc., their affiliates, subsidiaries and agencies (collectively “Promotion Parties”), and members of their immediate family (parents, children, siblings, grandparents, in-laws, grandchildren) or persons living in the same household (whether related or not). Void where prohibited.

**3. WINNER DETERMINATION: SWEEPSTAKES:** Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period on or around March 7, 2019. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be 1,069,062 random, computer-generated winning times, one (1) prize type per day (quantities vary, see Rule 4) 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.

Each potential winner of a prize valued at or above \$600.00 (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 three (3) days of attempted delivery or potential winner forfeits the prize and it may be awarded to an alternate winner. Each potential winner of a physical prize will be required to provide his/her mailing address for prize fulfillment purposes within three (3) days of attempted delivery or potential winner forfeits the prize and it may be awarded to an alternate winner. 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 event that a potential winner of a prize valued over \$25.00 is disqualified for any reason, Sponsor may, at its discretion, award the applicable prize, time permitting, to an alternate winner by random drawing from among all remaining eligible entries. Unclaimed prizes valued at or below \$25.00 will not be awarded. Any prize won by a minor will be awarded in the name of the winner’s parent/legal guardian. Prizes will be shipped to winners within 12-14 weeks after the conclusion of the Promotion. The Jeep prize winners will be contacted regarding the fulfillment of the prize within 12-14 weeks of the conclusion of the Promotion and the prize will be fulfilled by the designated dealership as soon as it becomes available.

#### **4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”) IN USD:**

**SWEEPSTAKES: One (1) Grand Prize:** A trip for two (2) to New York City, New York. Trip package includes round trip, coach-class air transportation for winner and one (1) guest from a major airport near winner’s home to one (1) of the major airports that services the New York City, New York area (departure and arrival airports determined by Sponsor in its sole discretion); two (2) nights’ accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); roundtrip ground transportation between destination airport/hotel (with transportation company determined by Sponsor in its sole discretion); two (2) tickets to the Broadway production *Waitress*; a gift bag; and \$900 USD in spending money for winner only. 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. Pending availability, Sponsor will determine final travel dates at its sole discretion with input from winner.

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 as well as in the event of lost luggage. Travel is subject to the terms and conditions set forth in this Sweepstakes, 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 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, travel companion 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. ARV: \$3,900.00 USD. 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.

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

**INSTANT WIN GAME:**

Date	Quantity	Prize Description	ARV (USD)
February 4, 2019	1	An all-new 2018 2-door OREO customized Jeep Wrangler with Sport trim. Sponsor will determine all features of automobile including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery, or prize will be forfeited. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor.	\$29,240.00
February 5, 2019	2,500	\$10.00 Sonic gift card	\$10.00

February 6, 2019	30	One (1) OREO x K2 Snowboard	\$400.00
February 7, 2019	100 Pajamas OREO O's Prize Packages/ 5,000 OREO O's coupons	One hundred (100) random winners will receive OREO O's Pajamas (winner's choice of Small, Medium, Large, or Extra Large, while supplies last) and a Coupon that can be redeemed for one (1) box of OREO O's. five thousand (5,000) random winners will receive a Coupon that can be redeemed for one (1) box of OREO O's	\$30.00 for each pajama prize package and up to \$3.00 for OREO O's coupon prize
February 8, 2019	1	One (1) set of Google Assistant devices	\$1,300.00
February 9, 2019	5,000	One (1) OREO-branded PopSocket	\$8.00
February 10, 2019	100	Wiz Khalifa Music Boxes	\$150.00
February 11, 2019	45	One (1) pair Grado Labs headphones in an OREO design	\$650.00
February 12, 2019	2	\$1,000.00 gift card redeemable for one (1) roundtrip ticket on Delta Airline	Up to \$1,000.00
February 13, 2019	200	One (1) pair of Terez Leggings - custom OREO leggings	\$78.00
February 14, 2019	1,000	One (1) bag of OREO fun sized chocolate candy bars	Up to \$3.60
February 15, 2019	1,000	One (1) OREO flavor lip balm	\$3.00
February 16, 2019	7,500	A Coupon that can be redeemed for one (1) OREO shake at F'real	Up to \$3.08
February 17, 2019	500	Tervis Tumbler	\$6.80
February 18, 2019	5,000	A Coupon that can be redeemed for one (1) tub of Breyers 2-in-1 OREO Ice Cream	Up to \$4.49
February 19, 2019	9	One (1) Roomba with OREO skin	\$600.00
February 20, 2019	1,000	OREO DJ Mixer Box	\$30.00
February 21, 2019	5,000	A Coupon that can be redeemed for one (1) bottle of International Delight Creamer	Up to \$3.18

February 22, 2019	8 consoles, 10,000 passes	<p>Eight (8) random winners will receive one (1) OREO customized Xbox One X console.</p> <p>Ten thousand (10,000) random winners will receive one (1) free trial of Xbox game pass for seven (7) consecutive days</p>	\$500.00 for each console prize or \$2.50 for each 7-day trial prize
February 23, 2019	2,500	A Coupon that can be redeemed for one (1) box of Frozen OREO State Fair Vanilla Crunch Cookies	Up to \$3.98
February 24, 2019	1,000	One (1) OREO hat	\$12.00
February 25, 2019	5,000	A Coupon that can be redeemed for one (1) package of OREO Thins Bites cookies	Up to \$3.00
February 26, 2019	15	One (1) Gray Malin OREO customized signed print	\$500.00
February 27, 2019	500	One (1) Tervis OREO 16oz Tumbler	\$6.80
February 28, 2019	40	One (1) Jonathan Adler OREO cookie jar	\$130.00
March 1, 2019	1,000	One (1) OREO hat	\$12.00
March 2, 2019	1,000,000	A Coupon that can be redeemed for one (1) OREO chocolate candy bar	Up to \$0.89
March 3, 2019	5,000	A Coupon that can be redeemed for one (1) FREE box of Klondike bars (up to \$3.99) or FREE 6ct/48 oz. box of Good Humor bars (up to 4.99)	Up to \$4.99
March 4, 2019	8 consoles, 10,000 passes	<p>Eight (8) random winners will receive one (1) OREO customized Xbox One X console.</p> <p>Ten thousand (10,000) random winners will receive one (1) free trial of Xbox game pass for seven (7) consecutive days</p>	\$500.00 for each console prize or \$2.50 for each 7-day trial prize
March 5, 2019	2	One (1) signed Tisha Cherry customized portrait	\$4,000.00

March 6, 2019	1	An all-new 2018 2-door OREO customized Jeep Wrangler with Sport trim. Sponsor will determine all features of automobile including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery or prize will be forfeited. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor.	\$29,240.00
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Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prize(s) available for each day.

Limit one (1) sweepstakes prize and one (1) instant win prize, per day, per email address/person/household. Terms and conditions of coupons, tickets, and gift cards apply. The actual value of electronic 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. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute prizes of equal or greater value. All prizes are awarded "as is" without further warranty of any kind, express or implied. Winners agree to look to the manufacturer of the prize, and not the Sponsor or Promotion Administrator, for any warranty of the prize or for any damages arising out of its acceptance or use. Total ARV of all prizes: \$1,373,380.00.

**5. 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 minors) accept and agree to these Official Rules and the decisions of the Administrator, which shall be final in all matters. By participating, winners (and their parents/legal guardians if winners are minors) agree to hold Twitter, Inc., Facebook, Inc., Promotion Parties, their affiliates, directors, officers, shareholders, employees and assigns harmless against any and all claims and liability arising out of use or redemption of prizes. Acceptance also constitutes permission to the Promotion Parties to use winners' names, likenesses, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost or late game plays and email, 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 game, or by any human

error which may occur in the programming of this game. If due to a computer programming or other error, more prizes are claimed than intended to be awarded according to Rule 4, prizes will be awarded in a random drawing from among all valid prize claims received. In no event will Sponsor be liable for more than the stated number of prizes in Rule 4. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the game, or if technical difficulties compromise the integrity of the game, the Administrator reserves the right to modify or terminate the game in a manner deemed reasonable by the Administrator, in its sole discretion. If terminated, prizes will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries made by internet will be declared made by the name on the online registration form. All federal and state laws apply.

**6. DISPUTE RESOLUTION:** Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be settled by arbitration administered by the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of the entrant, Administrator, and Sponsor to litigate claims in court and participant, Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court and that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person and that you will not agree to class or collective procedures in arbitration or the joinder of claims in arbitration. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes or any prize, 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. The place of arbitration shall be Oakland County, Michigan unless the Arbitrator requires otherwise.

**7. WAIVER:** By participating in this Promotion, participants (and their parents/legal guardians) 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.

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

**9. WINNERS' LIST:** For a winner list, visit <http://bit.ly/2QykXRI>. 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:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook.