OREO TASTE TWIST SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY. A PURCHASE OR SCANNING WILL NOT IMPROVE YOUR CHANCES OF WINNING.

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA, AND PUERTO RICO, 18 YEARS AND OLDER.

OREO Taste Twist Sweepstakes (the "Sweepstakes"), sponsored by Mondelēz Global LLC ("Sponsor"), begins at 12:00 a.m. Eastern Time ("ET") on February 5, 2025 and ends at 11:59 p.m. ET on March 31, 2025 (the "Sweepstakes Period").

1. TO ENTER: There are two (2) methods to register for and enter the Sweepstakes, as outlined below:

Method 1. Use Your Mobile Device: If you choose to register and enter using a mobile device, standard message and data rates may apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter.

During the Sweepstakes Period, use your mobile device to scan the QR code made available on marketing materials or to visit www.oreotastetwist.com ("Website") directly. The first time you visit the Website, follow the links and instructions to complete and submit the registration form, including your full first and last name (initials are not sufficient), and email address. On subsequent visits, you need only log in with your email address. Next, follow the instructions to answer the provided questions by selecting your music preferences. Based on your selections, you will receive your OREO cookie flavor combo result. If your OREO cookie flavor combo result is one of the ten (10) custom cookie flavor combos that will be manufactured by the Sponsor in 2025 (each, a "Custom Cookie Flavor Combo"), you will receive one (1) Sweepstakes entry into the prize drawing for your Custom Cookie Flavor Combo. If your OREO cookie flavor combo result is not a Custom Cookie Flavor Combo, you will receive one (1) Sweepstakes entry into the Poster Prize drawing. See Section 3 for all details of the two (2) separate prize drawings, and Section 4 for all prize details.

Method 2. Use a Computer: During the Sweepstakes Period, visit the Website on a computer and follow the links and instructions to complete and submit the registration form, including your full first and last name (initials are not sufficient), and email address. Next, follow the instructions to select one (1) OREO cookie flavor combo from the provided options in the dropdown menu. If your selected OREO cookie flavor combo is one of the ten (10) Custom Cookie Flavor Combos (as defined above), you will receive one (1) Sweepstakes entry into the prize drawing for your Custom Cookie Flavor Combo. If your selected OREO cookie flavor combo is not a Custom Cookie Flavor Combo, you will receive one (1) Sweepstakes entry into the Poster Prize drawing. See Section 3 for all details of the two (2) separate prize drawings, and Section 4 for all prize details.

Earn Additional Sweepstakes Entries: After registration for this Sweepstakes, and regardless of method of registration, you may return to the Website by mobile device or computer and log-in each subsequent day of the Promotion Period to earn an additional Sweepstakes entry per day. All subsequent entries will be entered into the prize drawing determined at registration for this Sweepstakes (Custom Cookie Flavor Combo Prize drawing or Poster Prize drawing).

THERE ARE TWO (2) WAYS TO EARN BONUS SWEEPSTAKES ENTRIES:

A.) Opt-in to Sponsor's Marketing Emails or Send in a Mail-In Entry: On the registration form, you will have the option to opt-in to receive marketing emails from the Sponsor. If you select to opt-in, you will receive one (1) additional Sweepstakes entry into the prize drawing determined at registration (Custom Cookie Flavor Combo Prize drawing or Poster Prize drawing). You may opt-out of these email communications at any time. Should you choose to opt-out during the Sweepstakes Period your Sweepstakes entry will continue to be valid as long as it meets all other criteria required by these Official Rules.

If you have previously opted-out of marketing communications from the Sponsor or if you prefer not to receive marketing emails from the Sponsor but would like to earn one bonus Sweepstakes entry, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "OREO Taste Twist Sweepstakes - Sponsor Opt-in," c/o Merkle Inc., P.O. Box 5021, Department 865683, Kalamazoo, MI 49003-5021. You must also list out any OREO cookie flavor combo on the outside of the envelope. See the Appendix for a full list of OREO cookie flavor combos. If your selected OREO cookie flavor combo is one of the ten (10) Custom Cookie Flavor Combos (as defined above), you will receive one (1) Sweepstakes entry into the prize drawing for your Custom Cookie Flavor Combo. If your selected OREO cookie flavor combo is not a Custom Cookie Flavor Combo, you will receive one (1) Sweepstakes entry into the Poster Prize drawing. Limit: One (1) entry per envelope. If you do not indicate an OREO cookie flavor combo on the outside of the envelope, your entry will be voided, and you will not receive your bonus Sweepstakes entry into the Sweepstakes. All mail-in entries must be postmarked by March 31, 2025 and received by April 7, 2025. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, all of which will be disqualified.

B.) Opt-in to Post Malone Marketing Emails or Send in a Mail-In Entry: On the registration form, you will have the option to opt-in to receive marketing emails from Post Malone. If you select to opt-in, you will receive one (1) additional Sweepstakes entry into the prize drawing determined at registration (Custom Cookie Flavor Combo Prize drawing or Poster Prize drawing). You may opt-out of these email communications at any time. Should you choose to opt-out during the Sweepstakes Period your Sweepstakes entry will continue to be valid as long as it meets all other criteria required by these Official Rules.

If you have previously opted-out of marketing communications from Post Malone or if you prefer not to receive marketing emails from the Post Malone but would like to earn one bonus Sweepstakes entry, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "OREO Taste Twist Sweepstakes – Post Malone Opt-in," c/o Merkle Inc., P.O. Box 5021, Department 865683, Kalamazoo, MI 49003-5021. You must also list out any OREO cookie flavor combo on the outside of the envelope. See the Appendix for a full list of OREO cookie flavor combos. If your selected OREO cookie flavor combo is one of the ten (10) Custom Cookie Flavor Combos (as defined above), you will receive one (1) Sweepstakes entry into the prize drawing for your Custom Cookie Flavor Combo. If your selected OREO cookie flavor combo is not a Custom Cookie Flavor Combo, you will receive one (1) Sweepstakes entry into the Poster Prize drawing. Limit: One (1) entry per envelope. If you do not indicate an OREO cookie flavor combo on the outside of the envelope, your entry will be voided, and you will not receive your bonus Sweepstakes entry into the Sweepstakes. All mail-in entries must be postmarked by

March 31, 2025 and received by April 7, 2025. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, all of which will be disqualified.

Limit: One (1) Sweepstakes entry per person per day during the Sweepstakes Period for registering or logging in, regardless of method of entry; one (1) Sweepstakes entry for opting-in to receive marketing emails from the Sponsor or sending in a mail-in entry per person during the entire Sweepstakes Period; and one (1) Sweepstakes entry for opting-in to receive marketing emails from Post Malone or sending in a mail-in entry per person during the entire Sweepstakes Period. Use of any robotic, automatic, programmed, or similar entry method, or the use of any means (such as, but not limited to, using more than one (1) email address) to obtain more than the stated number of Sweepstakes entries will void all Sweepstakes entries of the person responsible for such action and result in their disqualification from the Sweepstakes. Released Parties (as defined in Section 6, below) are not responsible for lost, late, incomplete, invalid, unintelligible, misdirected or otherwise non-compliant Sweepstakes entries, all of which will be disqualified. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If information provided by entrant to claim a prize (including but not limited to your first and last name) is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such entrant and such disqualification will result in the forfeiture of any prize such entrant may claim (if applicable). Sponsor, in its discretion, may request additional documentation from entrant to confirm entrant's identity. Failure to comply will result in disqualification.

- **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 Sponsor, Administrator, Universal Music Group, HMT Associates, Inc., Publicis, VaynerMedia, Weber Shandwick, Goodness, Spark Foundry, Southern Graphic Systems, LLC, Pavone Group, Inc., Post Malone, each of their respective parent companies, affiliates, subsidiaries and agencies (collectively "Sweepstakes Parties"), and members of the immediate families (defined as including spouse, biological, adoptive and stepparents, 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. Sweepstakes is void outside the 50 United States, D.C., and Puerto Rico and where prohibited. All federal, state, and local laws apply.
- **3. SWEEPSTAKES DRAWING:** Administrator is an independent organization whose decisions as to the selection of potential winners are final and binding. Administrator will select the potential Sweepstakes winners in two (2) separate random drawings from all eligible entries received for each prize during the Sweepstakes Period on or around April 14, 2025. The potential Sweepstakes winners will be notified at the email address used to enter the Sweepstakes.

Each potential prize winner will be required to provide their mailing address for prize fulfillment purposes within five (5) days of first attempted delivery of prize notification. If a potential winner cannot be contacted, or a prize or prize notification is returned as undeliverable, or if a potential winner fails to provide any requested information within the required time period, or if a potential winner is deemed ineligible to receive a prize for any reason, the applicable prize will be forfeited and, if the prize is valued at over \$25.00, may be awarded to an alternate winner in a random drawing from among all remaining eligible entries received for the applicable prize. If necessary, this process will be repeated up to three (3) times, after which the applicable prize will not be awarded if it remains unclaimed. Each prize valued at over \$25.00 will be awarded provided it is claimed properly in accordance with these Official Rules. Unclaimed prizes valued at \$25.00 or less will remain unawarded. Receiving a prize is contingent upon compliance with these Official

Rules. Prizes will be fulfilled within approximately eight (8) – ten (10) weeks after the conclusion of the Sweepstakes Period and verification of winners' eligibility and compliance with these Official Rules.

4. PRIZES, APPROXIMATE RETAIL VALUES ("ARV"), AND ODDS:

One Hundred (100) Custom Cookie Flavor Combos Prizes (ten (10) of each of the ten (10) Custom Cookie Flavor Combos): Each winner will receive one (1) package of OREO cookies in the Custom Cookie Flavor Combo determined/chosen upon winner's registration for this Sweepstakes. ARV: \$37.50 each.

Poster Prizes:

Fifteen (15) Signed Poster Prizes: Each winner will receive one (1) signed Post Malone poster. ARV: \$100.00 each.

Eighty-five (85) Unsigned Poster Prizes: Each winner will receive one (1) unsigned Post Malone poster. ARV: \$10.00 each.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received for the applicable prize during the Sweepstakes Period.

For All Prizes: 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. Winner will not receive difference between actual value and ARV, if any. Where applicable, prize style, size, and all other details will be determined by Sponsor in its sole discretion. Limit one (1) Sweepstakes prize per household. 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 of equal or greater value if an advertised prize becomes unavailable. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners agree to look to the manufacturer or supplier of the prize, and not the Sponsor or Administrator, for any warranty on the prize or for any damages arising out of acceptance or use of the prize. Total ARV of all prizes: \$6,100.00.

- **5. PUBLICITY:** Acceptance of a prize shall constitute and signify each winner's (or winner's parent's or legal guardian's if winner is deemed a minor in the jurisdiction in which they reside ("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. RELEASE:** By entering the Sweepstakes, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold harmless Sweepstakes Parties, Austin Richard Post p/k/a Post Malone, Posty Touring, Inc., Posty Posts, Inc., AP Group Holdings, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use, inability to use, misuse or redemption of any prize (including any injury or harm related thereto).

- 7. GENERAL CONDITIONS: By entering the Sweepstakes, you (or your parent or legal guardian if you are a Minor) agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes in a random drawing from among the eligible Sweepstakes entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, including but not limited to submitting fraudulent entries, or to be acting in violation of the Official Rules of this or any other promotion by Sponsor or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize notifications/claims received. In the event there is a discrepancy or inconsistency between any statements contained in any Sweepstakes-related materials (including but not limited to printed versions of these Official Rules) and the Official Rules as posted on the Website, the Official Rules as posted on the Website shall prevail, govern, and control.
- **8. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information whether caused by printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes, or provided by entrants; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections to the internet, in phone lines, or network hardware or software; (c) unauthorized human intervention in any part of the Sweepstakes, including but not limited to the entry process; (d) technical or human error which may occur in the administration of the Sweepstakes, including but not limited to the processing of Sweepstakes entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt, use, inability to use, or misuse of any prize (if applicable). If for any reason an entrant's Sweepstakes entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if possible.
- **9. DISPUTES:** Except where prohibited, entrant (and entrant's 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 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; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iii) 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 entrant's parent/legal guardian if entrant is a Minor) 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.

- **10. PRIVACY POLICY:** Information collected from entrants is subject to the Sponsor's <u>Privacy Policy</u>.
- **11. WINNERS LIST:** For a list of winners of prizes valued over \$25.00, please <u>click here</u>. The winners' names will be posted after winner confirmation is complete.
- **12. SEVERABILITY:** If the application of any provision of these Official Rules to any particular facts or circumstances shall for any reason be held to be invalid, illegal or unenforceable by a court, then (a) the validity, legality and enforceability of such provision as applied to any other particular facts or circumstances, and the other provisions of these Official Rules, shall not in any way be affected or impaired thereby; and (b) such provision shall be enforced to the maximum extent possible. In addition, if any provision contained in these Official Rules shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

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

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

Acknowledgement: Entrants acknowledge and agree that neither Austin Richard Post p/k/a Post Malone, Posty Touring, Inc., Posty Posts, Inc., AP Group Holdings, LLC nor any of their respective subsidiaries, affiliates, owners, officers, directors, employees, agents or representatives, are responsible in any manner whatsoever for the administration, implementation or operation of or for the Sweepstakes, and none are prize providers with regard hereto.

Appendix: OREO Cookie Flavor Combos

Almond & Shortbread

Apple & Glazed Donut

Apple & Maple

Baked Apple & Lemon Ice Pop

Banana & Peanut Butter

Banana Smoothie & Hot Chocolate

Beignet & Dulce Del Leche

Blondie & Citrus Punch

Blueberry & Eggnog

Blueberry & Pancake

Cherry & Dark Chocolate

Chocolate & Avocado

Chocolate & Cinnamon

Chocolate Malt & Fruit Punch

Cinnamon Candy & Cream Cheese

Cookie Dough & Marshmallow

Cotton Candy & Cookie Dough

Eggnog & Bacon

Funnel Cake & Lime

Homemade Cake & Pistachio

Kettle Corn & Thai Tea

Lavender & Marshmallow

Lemon & Basil

Lemon & Strawberry

Lemon Cake & Pecan

Maple Hazelnut

Mustard & Pickle

Olive Oil Cake & Orange

Peanut Butter & Jelly

Peanut Butter & Pecan

Peppermint & Orange

Potato Chip and Cream Cheese

Pumpkin Spice & Whipped Cream

Ricotta & Fig

Root Beer Float & Strawberry Ice Cream

Salted Caramel Popcorn & Blue Raspberry Ice Pop

Strawberry & Balsamic

Tiramisu & Gingersnap

Vanilla & Banana