

SING IT WITH OREO

OFFICIAL RULES

NO PURCHASE NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO RESIDENTS OF CANADA, 18 YEARS OF AGE AND OLDER ONLY

This Contest is no way sponsored, endorsed, administered by, or associated with Facebook or Twitter. Facebook and Twitter are not affiliated with Sponsor in any way. Any questions, comments or complaints regarding the Contest should be directed to the Contest Sponsor and not to Facebook or Twitter.

The Contest begins at 12:00 am Eastern Time ("ET") on January 11, 2021 and ends at 11:59 pm ET on March 31, 2021 ("Contest Period"). For purposes of this Contest, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

1. TO ENTER: There are two (2) ways to enter: A.) Create an OREOgram or GAGAgram: During the Contest Period, visit www.singitwithoreo.ca (Contest "Website") and follow the links and instructions to either: 1) create a unique musical message ("an OREOgram") or 2) create a prerecorded message from Lady Gaga ("GAGAgram") as the alternative method of entry. If you selected to create a unique musical message, select the OREOgram button, choose an instrumental background for your OREOgram, enter the recipient's name, write your message in the text box, tap the record button to record yourself singing the message you wrote in a clear voice, listen to your message (or try again), and preview your OREOgram ("Submission"). If you selected to create a prerecorded message, select the GAGAgram button, preview tracks and select one for your message, enter the recipient's name, and preview your GAGAgram ("Submission"). Next, follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Contest entry for your OREOgram or GAGAgram. **B.) Visit Website:** To enter without creating an OREOgram or GAGAgram, during the Promotion Period, first visit www.singitwithoreo.ca ("Website"). Once on the Website, follow the links and instructions to click on the "To enter without making an OREOgram, click here." link. Next, complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) Contest entry.

Limit: Ten (10) Contest entries per day, per Contest entrant email address/person during the Contest Period, regardless of method of entry as outlined above. 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. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

BONUS CONTEST ENTRIES: After you enter the Contest by way of any of the methods of entry above, you can earn bonus Contest entries, as described below.

A.) Facebook Share: Share your OREOgram, GAGAgram, or a message about the Contest on your Facebook wall. The wall post will contain a unique link to the Contest. If a Facebook friend subsequently enters the Contest through the unique link, you will receive two (2) bonus Contest entries. You do not need to tag your friends in the Facebook wall post. Limit: Six (6) bonus Contest entries, per Contest entrant email address/person, per day during the Contest Period for this method.

B.) Twitter Share: Tweet your OREOgram, GAGAgram, or a message about the Contest on Twitter. The Tweet will contain a unique link to the Contest. If a friend subsequently enters the Contest through the unique link, you will receive two (2) bonus Contest entries. You do not need to tag your friends in the Tweet message. Limit: Six (6) bonus Contest entries, per Contest entrant email address/person, per day during the Contest Period for this method.

Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website www.singitwithoreo.ca. If you share the Contest through any other means, including directly via your personal wall or feed, you will not be able to earn bonus Contest entries.

2. SUBMISSION GUIDELINES: Submission message must be the original creation of the entrant. Submission 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, illegal drugs, marijuana, 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 trademarks, logos (except Sponsor's) or trade dress owned by others, 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; (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; and (g) be used to harass or spam any other person. By uploading a Submission you (and your parent/legal guardian if you are deemed a minor in the jurisdiction in which you reside ("Minor") warrant and represent that: (a) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) the other participants mentioned in the Submission, if any, or whose voice(s) is/are used in the OREOgram, if any, have given written consent to its entry into the Contest and use as contemplated by these Official Rules;(d) publication of the Submission via social media will not infringe on the rights of any third party; and (e) you have waived all moral rights, if any are determined to exist, in and to the Submission (including any songs being used as background or any derivatives thereof) in favour of the Sponsor. Entrant (and his/her parent or legal guardian if entrant is a Minor) will indemnify and hold harmless Sponsor from any claims to the contrary. Any Submission that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Contest for any reason will be disqualified. Entries will not be judged.

3. ELIGIBILITY: Contest is open only to residents of Canada, who are 18 years of age and older at of the time of entry. Mondelez Canada Inc. ("Sponsor"), including its employees employees Merkle Inc. ("Administrator"), The Martin Agency, HMT Associates, Inc., MediaMonks, their 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 are not eligible to participate in Contest.

4. CONTEST DRAWING: Administrator is an independent organization whose decisions as to the administration and operation of the Contest, the selection of the potential winners, and all matters related to the Contest, are final and binding. Administrator will select potential Contest winners in a random drawing from among all eligible entries received during the Contest Period at 10:00 am ET on April 2, 2021 in Southfield, MI, U.S.A. Each potential winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive the prize. Each potential winner will be notified by email or phone. The potential Grand Prize winner (parent/legal guardian if winner is a minor in his/her place of residence) must execute and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") within five (5) days of attempted delivery of such Declaration documents or potential winner forfeits the prize and it may be awarded to an alternate winner. The return of any prizes/prize notifications as undeliverable or if a 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 a potential winner to provide the requested information within the stated time period may result in the automatic forfeiture of the prize. If a potential winner of any 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 a potential winner of a prize valued over \$25 is disqualified for any reason, Sponsor may award the applicable 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 any unclaimed prize, after which the prize will remain un-awarded. Unclaimed prizes valued at or less than \$25 will not be awarded. Non-trip prizes will be fulfilled within 12-14 weeks after the conclusion of the Contest.

5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): All Prize ARVs are represented in Canadian dollars ("CDN").

One (1) Grand Prize: 4 day/3 night trip for two (2) to Toronto, ON. Trip consists of roundtrip coach class air travel for two (winner and one guest) from major airport nearest winner's Canadian residence to Toronto, ON 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 (for winner only); two (2) Lady Gaga concert tickets; meet and greet with Lady Gaga (see further details below); one (1) personalized OREOgram message and autograph from Lady Gaga for winner only and \$2,900CDN in spending money for the winner only. Approximate retail value of Grand Prize is \$16,426.76.

For the Grand Prize: Lady Gaga meet and greet time and date is subject to Lady Gaga's schedule and availability. Lady Gaga meet and greet 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, transport and flight itinerary in its sole discretion. No refund or compensation will be made. 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. Travel related items (valid passports and/or required travel documents) for winner and travel companion are responsibility of the winner/travel companion. Travel/transport/accomodation 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 shall have no responsibility for trip or concert cancellations, alterations, weather delays, weather cancellations or other changes to the trip or concert itinerary (whether having the effect of lengthening or shortening the trip itinerary or modifying in any way the concert) and by accepting the Prize, the winner acknowledges and accepts such risks, and agrees that Sponsor is only responsible for the Prize elements as listed and as per the terms in these Official Rules, and no additional costs or expense that may be incurred by the winner and/or his/her guest as a result of such changes in itinerary or prize. In such case, Sponsor's liability will be limited to awarding the remainder of the prize components, if applicable. Seating and timing at Lady Gaga concert 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. Winner will not be compensated if s/he misses flight or ground transportation.

Five (5) First Prizes: One (1) Lady Gaga autographed item. The actual value of the autographed item is subject to change as the Sponsor reserves the right to substitute the prize with an item of equal or greater value. The ARV is estimated for purposed of these Official Rules. ARV: \$130.89. **One Hundred (100) Second Prizes:** One (1) Lady Gaga Chromatica T-Shirt. ARV: \$45.81. **One Hundred (100) Third Prizes:** One (1) Lady Gaga Chromatica Vinyl Album. ARV: \$37.96. **Two Hundred and Fifty (250) Fourth Prizes:** One (1) pair of headphones. ARV: \$28.80. **Three Hundred (300) Fifth Prizes:** One (1) music box. ARV: \$17.02.

Odds of winning a Contest prize depend on the number of eligible entries received during the Contest Period through all entry methods including bonus entry methods combined.

Limit: One (1) prize, per Contest entrant 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 or provide a cash equivalent if an advertised prize (or portion thereof) become unavailable for any reason at its sole discretion, at any time, including in the event that a stated prize or portion thereof is unavailable due to reasons beyond the control of Sponsor. 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. 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 agree to look to the manufacturer or service provider 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: \$37,764.21CDN.

6. RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Contest and included in the prize drawing, each entrant (and his/her parent or legal guardian, if entrant 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 Submission, 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 entrant (and his/her parent or legal guardian, if entrant 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 Submission submitted to Sponsor and to make derivative works from such Submission. Each entrant (and his/her parent or legal guardian, if entrant 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 Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. 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 entrant (and his/her parent or legal guardian, if entrant is a Minor) releases the Promotion 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, arising from or in connection with any use of entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Contest, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Contest Parties and entrant does and not place the Contest Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission, and that the only contracts, express or implied, between the Promotion Parties and entrant are as set forth in these Official Rules. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Submission.

In addition, by participating in the Contest, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants permission for the Contest Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion in any and all media now known or hereafter developed, throughout the universe, without limitation and without further notice, permission, compensation or consideration, unless prohibited by law.

Promotion Parties shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used to hold this Contest.

7. GENERAL RULES: All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. By entering Contest, 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, Facebook, Inc., Twitter, Inc., 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 Contest or use or redemption of prize (if applicable). Sponsor is released from all liability in connection with the Contest, including but not limited to the selected concert or travel being cancelled, postponed or otherwise effected. Promotion Parties are not responsible for lost, misdirected, garbled 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 Contest, or by any human error, which may occur in the transmission, receipt or processing of the entries in this Contest. Promotion Parties are further not responsible for: unauthorized human intervention in any part of the entry process or the Contest generally; incomplete or inaccurate information on Sponsor's website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; electronic or human error which may occur in the administration of the Contest, or announcement of the winners. If due to a programming or other error, more prizes are claimed than intended to be awarded according to Rule 5, the intended number of 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 number of prizes stated in Rule 5. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Administrator reserves the right to modify or terminate the Contest in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux. If terminated prior to stated end date, prizes will be awarded in a random drawing from among all non-suspect entries received as of the date of termination. In the event a dispute arises as to the identity of a 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, provincial, municipal, territorial and local laws apply. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Contest 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).

8. WAIVER: By entering this Contest, 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. 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 this Contest shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the applicable federal, provincial, and municipal laws of any jurisdiction other than the Province of Ontario. 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 Contest-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

9. QUEBEC RESIDENTS: For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

10. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/ca/privacy_policy_en.aspx. Please review

our Privacy Policy or call 1-855-535-5666 for details on the manner in which we collect, use, disclose, and otherwise manage your personal information.

11. Contest Emails: By participating in the Contest, you agree to receive emails related to the Contest including, but not limited to, a registration confirmation email.

SPONSOR: Mondelez Canada Inc., 3300 Bloor Street West Suite 1801, Toronto, ON, M8X 2X2, Canada.

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

In the event of any discrepancies between the English language rules and the French language rules, the English disclosures or other statements contained in any Contest related materials, including, but not limited to: the Contest entry form, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English rules shall prevail, govern and control.