

NABISCO SNACK BRACKET

OFFICIAL RULES

NO PURCHASE NECESSARY

**MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
OPEN TO RESIDENTS OF THE 50 U.S., DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 18 YEARS OF AGE AND OLDER ONLY**

This promotion ("Promotion") is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook. Twitter and Facebook are not affiliated with the 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 January 22, 2021 and ends at 11:59 pm ET on April 9, 2021 ("Promotion Period"). For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET. For purposes of this Promotion, each "week" begins on a Friday and concludes on the following Thursday; with the exception of the final week, which will begin on April 2, 2021 and conclude on April 9, 2021.

1. TO ENTER AND PLAY: During the Promotion Period, visit www.nabiscosnackbracket.com (Promotion "Website") and follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, pick your favorite recipe "perfect for game time snacking" from the applicable two (2) recipe match-ups. You automatically will receive one (1) Sweepstakes entry per match-up. Then follow the instructions to play the Instant Win Game. You will automatically receive 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. Prizes 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 for Weeks 1 – 8 and Week 11 during the Promotion Period. Two (2) Sweepstakes entries and one (1) Instant Win Game play, per day, per email address/person for Weeks 9 and 10. 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.

BONUS SWEEPSTAKES ENTRIES: After you enter the Promotion, you can earn bonus Sweepstakes entries, as described below.

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 enters the Promotion through the unique link, you will receive one (1) bonus Sweepstakes entry.

Limit: One (1) bonus Sweepstakes entry, per email address/person, per day via this method during the Promotion Period.

Twitter Share: Tweet a message about the Promotion on Twitter. The Tweet will contain a unique link to the Promotion. If a friend subsequently enters the Promotion through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entry, per email address/person, per day via this method during the Promotion Period.

Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) 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.

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 Mondelēz Global, LLC (“Sponsor”), Merkle Inc. (“Administrator”), Momentum Worldwide, HMT Associates, Inc., the National Collegiate Athletic Association (“NCAA”), Turner Broadcasting System, Inc., CBS Broadcasting, 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: SWEEPSTAKES: Administrator will select the potential Sweepstakes Grand Prize winner, in a random drawing, from all eligible entries received during the Promotion Period (including bonus entries) on or around April 12, 2021. The potential Sweepstakes Grand Prize winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be one hundred ninety-two (192) 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 Grand Prize winner (or his/her parent/legal guardian if winner is deemed a minor in his/her jurisdiction of residence [“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 an 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 eligible Sweepstakes entries. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner in a random drawing from among all eligible Sweepstakes entries and Instant Win Game plays combined. In the event that a potential winner of a prize valued over \$25.00 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all eligible Sweepstakes entries and Instant Win Game plays combined. 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 \$25.00 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 (“ARVs”):

SWEEPSTAKES: One (1) Grand Prize: A trip for four (4) to New Orleans, LA to attend the 2022 NCAA® Men’s Final Four®. Trip package consists of roundtrip coach class air transportation for four (4) (winner and three (3) guests) from major airport nearest winner’s home (determined by Sponsor in its sole discretion) to New Orleans, LA; five (5) days and four (4) nights’ accommodations at a hotel determined by Sponsor in its sole discretion (two (2) rooms, double occupancy); round-trip ground transportation between hotel and airport and hotel and games; four

(4) tickets to the 2022 NCAA® Men's Final Four® Semi-Final and Final Games on April 2 and April 4, 2022 (seating determined by Sponsor in its sole discretion); gift bag and \$6,400.00 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. 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 or game. 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, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, other ground transportation, 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 or of another adult travel companion, each travel companion must be over the age of majority in the jurisdiction in which s/he resides 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, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions (or their parents/legal guardians if travel companions are permissible Minors) must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner. 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; winner will receive no compensation for the difference in value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV: \$27,700.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. If winner chooses to travel with fewer than three (3) travel companions, s/he will not be compensated for the difference in value. Winner will not receive difference between actual value of prize at the time it is awarded and the stated ARV, if any.

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

INSTANT WIN GAME:

Quantity	Prize Description	ARV
Twelve (12)	Each winner will receive one (1) projector and one (1) screen	\$445.00
Five (5)	Each winner will receive one (1) cooler	\$275.00
Twenty-five (25)	Each winner will receive one (1) "at-home watch party essentials" kit consisting of two (2) serving trays; four (4) glass bowls; two (2) insulated koozies and two (2) foam fingers	\$172.00
One hundred (100)	Each winner will receive one (1) \$25.00 online sports retailer gift card, terms and conditions apply	\$25.00
Fifty (50)	Each winner will receive one (1) mini basketball hoop	\$10.00

Prizes consist only of the items described above. Any other related expenses are the winners' responsibility. Sponsor will determine all details of prizes not specified above.

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.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person/household. No substitutions or transfers of prizes permitted by winners. 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. All prizes are awarded "as is" without further warranty of any kind, express or implied, on the part of the Sponsor. Winners agree to look to the manufacturer 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: \$41,715.

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 to Sponsor's and its designees' use of the winner's name, city, state, likeness, photo, and/or prize information in connection with the Promotion 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, Inc., Twitter, Inc., 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), including but not limited to claims and liability in connection with events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism, and with all related travel. Released Parties are not responsible 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 Promotion, or by 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; 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 Promotion is terminated prior to stated end date/time of the Promotion Period, 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 name on the registration form, 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: (i) 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; (ii) 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 (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 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/30GVBZ5>. 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.

NCAA, Turner Broadcast and CBS are not a party to this contest.