

SOUR PATCH KIDS MYSTERY CONTEST

OFFICIAL RULES

**NO PURCHASE NECESSARY
MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

OPEN TO RESIDENTS OF CANADA, 13 YEARS OF AGE AND OLDER ONLY

1. TO ENTER: Contest begins at 12:00 am ET on April 1, 2021 and ends at 11:59 pm ET on August 15, 2021 (the "Contest Period"). **There are two ways to enter: A) Make a Purchase:** Purchase a specially marked package of the SOUR PATCH KIDS Mystery product and taste the product. Then, visit www.SourPatchKidsMystery.ca or www.SourPatchKidsMystere.ca ("Website") and follow the links and instructions to complete the registration form and provide your guess as to the flavour of the 2021 SOUR PATCH KIDS Mystery product. Please make sure your flavour guess is spelled correctly as Sponsor is only accepting a set number of correctly spelled flavour variations. If you provide a correct answer, you will receive one (1) entry into the Contest. **OR B) No Purchase Method:** To receive your Contest entry without making a purchase or providing a correct guess, hand print, on a 3" x 5" piece of paper, your name, street address, city, province, postal code, daytime phone number, email, date-of-birth, and a guess as to the flavour of the 2021 SOUR PATCH KIDS Mystery product and mail it in a stamped envelope to: SOUR PATCH KIDS Mystery Contest, 1690 Huron Church Rd., #310, Windsor, ON, N9C 2L1. Mail-in requests must be postmarked by August 15, 2021 when the Contest ends and received by August 22, 2021. You will receive one (1) entry into the Contest whether your guess is correct or not.

Limit: One (1) Contest entry, per email address/person, per day during the Contest Period regardless of method of entry. 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.

2. ELIGIBILITY: Contest is open only to residents of Canada, who are 13 years of age and older at the time of entry. Employees of Mondelez Canada Inc. ("Sponsor"), The Martin Agency, The David Agency, W.T Lynch Foods, Pepsico, Ogilvy Canada, Merkle Inc. ("Administrator"), 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. Void where prohibited.

3. CONTEST DRAWING: Administrator is an independent judging organization whose decisions as to the administration and operation of the Contest, the selection of the potential winner, and all matters related to the Contest, are final and binding. Administrator will select potential Contest winner in a random drawing from among all eligible entries received during the Contest Period at 10:00 am ET on August 27, 2021 in Southfield, MI, U.S.A. The 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. The potential winner will be notified by email or phone. The potential 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 ten (10) days of attempted delivery 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 potential winner to provide the requested information within the stated time period may result in the automatic forfeiture of the prize. If 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 potential winner is disqualified for any reason, Sponsor will 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. Prize will be fulfilled within 8-10 weeks after the conclusion of the Contest.

4. PRIZE: One (1) Grand Prize: A \$25,000 CDN cheque. Approximate Retail Value ("ARV") is \$25,000 CDN. Prize is non-transferable. If applicable, winner is responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Contest Period.

5. PUBLICITY: Acceptance of prize shall constitute and signify winner's (and his/her parent's or legal guardian's if winner is deemed a minor in his/her place of residence ("Minor")) agreement and consent that Sponsor and its designees may use the winner's name, city, province/territory, likeness, photo, and/or prize information in connection with the Contest 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, 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, 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). 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 4, 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 4. 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).

7. 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 promotion 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.

8. 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.

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

10. WINNERS' LIST: For a winner list, visit <https://bit.ly/2KY9t8X>. The winner list will be posted after winner confirmation is complete.

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

12. Unsubscribe: To opt out of future marketing messages from Sponsor, [click here](#).

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, U.S.A.