### SOUR PATCH KIDS<sup>®</sup> Sour Eggs x J Balvin Back to the Rayo Tour Sweepstakes

### OFFICIAL RULES

### NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

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

## The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Inc.

### Sponsor is not affiliated with Meta Platforms, Inc. in any way.

**1. TO ENTER:** SOUR PATCH KIDS<sup>®</sup> Sour Eggs x J Balvin Back to the Rayo Tour Sweepstakes (the "Sweepstakes"), sponsored by Mondelēz Global LLC ("Sponsor"), begins at approximately 12:00 a.m. ET on April 3, 2025 and ends at 11:59 p.m. ET on April 20, 2025 (the "Sweepstakes Period"). There are multiple ways to enter this Sweepstakes as described below; however you may enter only one (1) time during the Sweepstakes Period by using only one (1) of the entry methods outlined below.

During the Sweepstakes Period, take **one (1)** of the following actions to earn an entry:

A. Click on the link provided in a pop-up advertisement advertising this Sweepstakes on SourPatchKidsJBalvin.com and complete the registration form by submitting your first name, last name, date of birth, valid email address and check the box verifying you are eighteen (18) years of age or older and agree to these Official Rules. Upon completion and submission of the registration form, you will receive one (1) entry into the Sweepstakes.

### OR

B. During the Sweepstakes Period, an eligible entrant who is logged in to their Facebook or Instagram account may be presented with a Facebook or Instagram sponsored post prompting the entrant to enter the Sweepstakes (the "Ad"). Sponsor will determine Ad placement in its sole discretion. Accordingly, only select Facebook or Instagram users will see and be able to enter via the Ad. To enter via the Ad, click on the in-Ad "Sign Up" button and provide the required information: first name, last name, a valid email address and check the box verifying you are eighteen (18) years of age or older and agree to these Official Rules. Upon completion and submission of the registration form, you will receive one (1) entry into the Sweepstakes. In addition to the Sponsor's Privacy Policy, as outlined in Section 9 of these Official Rules, entries through the Ad are also subject to Meta's https://www.facebook.com/privacy/policy/ Privacy Policy found at and https://privacycenter.instagram.com/policy/.

Entry Limit: You are limited to one (1) entry during the Sweepstakes Period, regardless of whether you receive more than one (1) invitation to enter. Use of any robotic, automatic, programmed or similar entry method will void your entry and result in disqualification. Any attempt by any individual to exceed the above-indicated entry limit by using multiple/different e-mail or IP addresses, Facebook or Instagram accounts, identities, physical addresses or any other methods will void all of that individual's entries and that individual 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 additional information provided by entrant to claim a prize is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such entrant and such disqualification may 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:** The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia ("D.C.") who are 18 years of age or older at time of entry. The respective employees, officers and directors of the Sponsor, Merkle Inc. ("Administrator"), Vayner Media, Goodness Inc., HMT Associates, Inc., The David Agency, Spark Foundry, Ketchum, Inc., Roc Nation LLC, J Balvin and the respective parent companies, affiliates, subsidiaries and agencies of each of the foregoing (collectively the "Promotion Parties"), and members of the 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 households (whether related or not) of any of the above are not eligible to participate in the Sweepstakes. The Sweepstakes is void outside the 50 United States, D.C., and where prohibited.

**3. SWEEPSTAKES DRAWING AND WINNER REQUIREMENTS:** Administrator is an independent organization whose decisions, along with those of the Sponsor, are final and binding in all matters related to the Sweepstakes, including but not limited to those related to the selection of the potential winners. Administrator will select the potential prize winners in a random drawing from all entries received during the Sweepstakes Period through all entry methods combined on or around April 23, 2025. Potential winners will be notified by email from Administrator and will be required to provide their name and home mailing address (P.O. Boxes not permitted) within four (4) days of the date notice or attempted notice is sent in order to claim a prize. 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 may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. If necessary, this process will be repeated up to three (3) times, after which the prize will not be awarded if it is unclaimed in accordance with these Official Rules.

Odds of winning a prize will depend on the number of eligible entries received during the Sweepstakes Period through all entry methods combined. Receiving a prize is contingent upon compliance with these Official Rules.

## 4. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):

**Twenty-five (25) Grand Prizes:** One (1) J Balvin Back to the Rayo Tour x SOUR PATCH KIDS Sour Egg containing the following items:

- One (1) J Balvin Rayo CD, autographed by J Balvin;
- One (1) J Balvin Back to the Rayo Tour hat;
- One (1) J Balvin Back to the Rayo Tour bandanna;
- One (1) J Balvin Back to the Rayo Tour pin set;
- One (1) J Balvin Back to the Rayo Tour key chain;
- Two (2) packages of SOUR PATCH KIDS Sour Eggs, each package containing eighteen (18) snack size packs.

ARV: \$81.00 each.

Additional Prize Terms: Where applicable, prize size, style and all details to be determined by Sponsor in its sole discretion. The right to claim a prize is non-transferable and no substitution or cash redemption for a prize will be made except as provided herein or at the Sponsor's sole discretion. Sponsor may substitute a prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable. All prize details to be determined by Sponsor in its sole discretion. Limit: One (1) prize per household. Prizes will be sent to each winner's home address as provided on the prize claim form within approximately 8-10 weeks following the conclusion of the Sweepstakes and verification of all winners' eligibility and compliance with these Official Rules. Each Winner (or their parent/legal guardian if winner is deemed a minor in the jurisdiction in which they reside ("Minor")) acknowledges that all prizes are awarded

"as is" and that the Released Parties (as defined in Section 5, below) have not made, and are not in any manner responsible or liable for, any representation, guarantee or warranty, express or implied, in law or in fact, relative to the prize or any portion thereof, including but not limited to its quality, condition or fitness for a particular purpose. Total ARV of all available prizes is \$2,025.00.

**5. RELEASE:** By entering the Sweepstakes, each entrant (or entrant's parent/legal guardian if entrant is a Minor) agrees to release and hold Promotion Parties, Meta Platforms, Inc., their respective parents, subsidiaries, affiliates, promotion agencies and agents, and each of their respective directors, officers, employees and assigns (the "Released Parties"), harmless from and against any and all claims, causes of action and liability arising out of participation in the Sweepstakes, including but not limited to claims for personal injury, death, or damage to or loss of property, third party claims involving the right to privacy, right of publicity, or intellectual property infringement, or receipt, redemption, use or misuse of any prize (as applicable). Acceptance of a prize constitutes each winner's (or their parent's or legal guardian's, if winner is a Minor) permission to the Promotion Parties to use winner's name, prize information, likeness, biographical information (including hometown and state) and photograph (including but not limited to their Facebook or Instagram profile photo, as applicable) for marketing purposes in all media worldwide without limitation or further compensation, notice or right of approval, unless prohibited by law.

6. GENERAL RULES: By entering the Sweepstakes, entrants (or their parents/legal guardians if entrants are Minors) accept and agree to 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 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) (each, a "discontinuance") interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prizes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance to award the remaining prizes. Sponsor reserves the right, in its sole discretion, to disgualify 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 offered 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 disclosures or other statements contained in any Sweepstakes-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

**7. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (a) any incorrect or inaccurate information, either 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, social media platforms, 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 entries; (e) late, lost, undeliverable, damaged or stolen mail; or (f) lost, late, unreceived, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected entries or failure to receive entries due to limitation of third-party social network platforms. If for any reason an entrant's sole remedy is another entry in the Sweepstakes, if it is possible.

8. WAIVER AND DISPUTES: Except where prohibited, each entrant (or their parent/legal guardian if the entrant is a Minor) agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize 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; (b) 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 (c) to the extent allowed by applicable law, UNDER NO CIRCUMSTANCES WILL ENTRANT (OR THEIR PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT (OR THEIR PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, 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 (or their parent/legal guardian if the 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. FURTHERMORE, EACH ENTRANT (OR THEIR PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) AND EACH OF THE PROMOTION PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THE SWEEPSTAKES OR THESE OFFICIAL RULES.

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.

**9. ENTRANTS' PERSONAL INFORMATION:** Information collected from entrants is subject to Sponsor's <u>Privacy Policy</u> and may be subject to Meta's Privacy Policy found at <u>https://www.facebook.com/privacy/policy/</u> and <u>https://privacycenter.instagram.com/policy/</u>, as applicable.

**10. WINNERS LIST:** For a list of the winners, please click <u>HERE</u>. The winners list will be posted after winner confirmation is complete.

11. SPONSOR: Mondelez Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.

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

All trademarks used herein are the property of their respective owners.

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor or Administrator only, and NOT to Meta Platforms, Inc.