

## STAY PLAYFUL WITH OREO

### OFFICIAL RULES

### NO PURCHASE NECESSARY

### OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., 18 YEARS AND OLDER ONLY

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc. or Instagram, LLC. Twitter and Instagram are not affiliated with the Sponsor in any way.

**1. TO ENTER:** Sweepstakes begins at 12:00 am ET on July 1, 2019 and ends 11:59 pm ET on July 31, 2019 (the "Sweepstakes Period"). To participate you must have an Instagram account or Twitter account (each a "Social Account"). Your Social Account settings must be set to "unprotected" and/or "public" in order for your comment to be viewable by Sponsor, and Administrator (each as defined in Rule 10, and, collectively, the "Promotion Parties") and their respective employees and agents. The Social Account used to enter must be registered in your name. If you do not have an Instagram account, visit [www.instagram.com](http://www.instagram.com) or download the free Instagram application and register in accordance with the enrollment instructions for a free account. If you do not have a Twitter account, visit [www.twitter.com](http://www.twitter.com) and register in accordance with the enrollment instructions for a free account.

Login to your Instagram or Twitter account and post or Tweet: (A) a photo that displays you enjoying an OREO treat, as specified below, from a participating restaurant that serves an OREO treat ("Photo"); or (B) a photo using a downloaded image, as set forth below ("Photo"):

Entry for Orange Leaf Prize Pool 1: Share a Photo that display you enjoying Cookies & Cream Gelato made with OREO cookie pieces on Instagram or Twitter with the hashtag #OREOOrangeLeafSweepstakes and mention @OREO and @orangeleaf in the initial caption.

Alternate Entry for Prize Pool 1: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_1.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_1.jpg) including the hashtag #OREOOrangeLeafSweepstakes and mention @OREO and @orangeleaf in the initial caption.

Entry for Hwy 55 Burgers Shakes & Fries Prize Pool 2: Share a Photo that displays you enjoying a Cookies 'n Cream Cheesecake Milkshake made with OREO cookie pieces on Instagram or Twitter with the hashtag #OREOHwy55Sweepstakes and mention @OREO and @hwy55burgers in the initial caption.

Alternate Entry for Prize Pool 2: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_2.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_2.jpg) including the hashtag #OREOHwy55Sweepstakes and mention @OREO and @hwy55burgers in the initial caption.

Entry for the Menchie's Frozen Yogurt/Menchie's Group Inc. Prize Pool 3: Share a Photo that displays you enjoying Frozen Yogurt with an OREO cookie pieces topping on Instagram or Twitter with the hashtag #OREOMenchieSweepstakes and mention @OREO and @MyMenchie in the initial caption.

*Alternate Entry for Prize Pool 3: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_3.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_3.jpg) including the hashtag #OREOMenchieSweepstakes and mention @OREO and @MyMenchie in the initial caption.*

The sweepstakes is not sponsored/administered by Menchie's Frozen Yogurt / Menchie's Group, Inc.

Entry for the Fuddruckers Prize Pool 4: Share a Photo that displays you enjoying a Golden OREO Cookie Strawberry Shake on Instagram or Twitter with the hashtag #OREOFuddruckersSweepstakes and mention @OREO and @fuddruckers in the initial caption.

*Alternate Entry for Prize Pool 4: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_4.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_4.jpg) including the hashtag #OREOFuddruckersSweepstakes and mention @OREO and @fuddruckers in the initial caption.*

Entry for Carrows Restaurant Prize Pool 5: Tweet a Photo that displays you enjoying a Cookies and Crème Pie made with real OREO Cookies on Twitter with the hashtag #OREOCarrowsSweepstakes and mention @OREO and @CarrowsTweets in the initial caption.

*Alternate Entry for Prize Pool 5: To enter without visiting a restaurant and enjoying an OREO treat, Tweet a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_5.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_5.jpg) including the hashtag #OREOCarrowsSweepstakes and mention @OREO and @CarrowsTweets in the initial caption.*

Entry for Coco's Bakery Prize Pool 6: Share a Photo that displays you enjoying a Cookies and Crème Pie made with real OREO Cookies on Instagram or Twitter with the hashtag #OREOCocosSweepstakes and mention @OREO and @officialcocos on Instagram or @cocosrestaurant on Twitter in the initial caption.

*Alternate Entry for Prize Pool 6: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_6.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_6.jpg) including the hashtag #OREOCocosSweepstakes and mention @OREO and @officialcocos on Instagram or @cocosrestaurant on Twitter in the initial caption.*

Entry for Carvel Prize Pool 7: Share a Photo that displays you enjoying an OREO Cookie Cold Brew Java Carvel Boss Shake on Instagram or Twitter with the hashtag

#OREOCarvelSweepstakes and mention @OREO and @carvelicecream in the initial caption.

*Alternate Entry for Prize Pool 7: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_7.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_7.jpg) including the hashtag #OREOCarvelSweepstakes and mention @OREO and @carvelicecream in the initial caption.*

Entry for Shari's Prize Pool 8: Share a Photo that displays you enjoying a Cookies and Crème Pie made with real OREO Cookies on Instagram or Twitter with the hashtag #OREOSharisSweepstakes and mention @OREO and @sharispies in the initial caption.

*Alternate Entry for Prize Pool 8: To enter without visiting a restaurant and enjoying an OREO treat, Tweet or post a photo of yourself with the image provided at [https://s3.amazonaws.com/eprize-content/mondelez/246132\\_stayplayful/amoe\\_img\\_9.jpg](https://s3.amazonaws.com/eprize-content/mondelez/246132_stayplayful/amoe_img_9.jpg) including the hashtag #OREOSharisSweepstakes and mention @OREO and @sharispies in the initial caption.*

You will receive one (1) Sweepstakes entry, into the applicable Prize Pool, for a valid post or Tweet. Hereafter, a valid Photo and any necessary content will be referred to as your "Submission." Your Submission may include other people. If any individuals other than yourself appear in the Submission, you must have the permission of the individuals (if a minor is in Submission, he/she must be the child or legal ward of the entrant) to use their name and/or photograph/likeness in the Submission. If other people are included in the Submission, he/she will not receive a prize (only the entrant whom submitted the winning Submission will receive a prize). Limit one (1) unique Submission per person per day during the Sweepstakes Period, regardless of your method of entry. Each Submission must be different from any others you have previously submitted. Use of any robotic, automatic, programmed or similar entry method or more than one (1) Submission per day will void all entries and result in disqualification. **If you enter using a mobile device, standard data fees may apply.** See your wireless provider for pricing plan details. A mobile device is not required to participate.

**2. SUBMISSION GUIDELINES:** 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, 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; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission. 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 has not received previous awards; (b) 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 depicted in the Submission, if any, have given written consent to its entry into the Sweepstakes and use as contemplated by these Official Rules; and (d) publication of the Submission via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant 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 Sweepstakes for any reason will

be disqualified. Sponsor is not responsible for lost, late, incomplete or otherwise non-compliant entries, which will be disqualified.

**3. ELIGIBILITY:** Open to legal residents of the 50 United States and D.C., 18 years of age or older at the time of entry except for employees, officers and directors of Mondelēz Global, LLC ("Sponsor"), HelloWorld, Inc. ("Administrator"), their respective affiliates, subsidiaries and agencies (collectively "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. Void outside the 50 United States/D.C. and where prohibited.

**4. SWEEPSTAKES DRAWINGS:** The Sweepstakes winners will be selected in eight (8) separate random drawings on or about August 1, 2019 from among all eligible entries received through both entry methods combined for each applicable Prize Pool. Drawings will be conducted by Administrator. Potential winners will be notified via Instagram or Twitter (depending on the Social Account through which the potential winning entries were submitted) by @OREO after the date of the drawings. Each winner (or winner's parent/legal guardian if winner is a Minor) will be required to complete, sign, and return a Declaration of Compliance, Liability Release and (where permissible) Publicity Release ("Declaration") within five (5) days of the date message is sent, or prize will be forfeited. If prize notification is returned as undeliverable, or in the event winner does not comply with any other requirements, the prize will be forfeited in its entirety. If a potential winner cannot be contacted or fails to provide the requested information within the required time period, the potential winner forfeits the prize in its entirety.

Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits a prize or is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries in the applicable drawing pool. Only three (3) alternate drawings will be held, if necessary, after which any un-awarded prize will remain un-awarded.

**5. PRIZES/APPROXIMATE RETAIL VALUE (ARV): Eight (8) Grand Prizes (one (1) per Prize Pool):** \$1,000 American Express Prepaid Gift Card. ARV: \$1,000 each. Prizes are non-transferable and no substitution will be made except as provided herein or at the Sponsor's sole discretion. Terms and conditions of prepaid gift cards apply. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize in any Prize Pool depend on the number of eligible entries received for the applicable Prize Pool through both entry methods combined, during the Sweepstakes Period. **Limit: One (1) prize per person.** Prizes won by Minors will be awarded to a parent or legal guardian on the Minor's behalf.

No more than the stated number of prizes will be awarded for any reason. If the number of prize notifications for any Prize Pool is greater than one (1), the one (1) intended prize for that Prize Pool will be awarded from among all recipients of such notifications.

**6. RIGHTS IN SUBMISSIONS:** In consideration of entrant's Submission being entered in this Sweepstakes and included in the applicable Sweepstakes prize drawing(s), 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 material. 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. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Sweepstakes, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Sweepstakes, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and entrant, does not place the Promotion 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 Promotion, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants permission for the Promotion Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

**7. GENERAL RULES:** All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. By entering Sweepstakes, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Sponsor and Administrator, which shall be final in all matters. By accepting prizes, winners (and their parents/legal guardians if winners are Minors) agree to hold Promotion Parties, Instagram LLC, Twitter, Inc., 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 Sweepstakes or use or redemption of a prize (if applicable). Acceptance of a prize also constitutes entrant's (and his/her parent's or legal guardian's, if entrant is a Minor) permission to the Promotion Parties to use winner's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

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 Sweepstakes, or by any human error which may occur in the transmission, receipt or processing of the entries in this Sweepstakes, the administration of the Sweepstakes or the announcement of winners. If, in the Sponsor's opinion, there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical difficulties compromise the

integrity of the Sweepstakes, the Sponsor reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Sponsor, at the Sponsor's sole discretion. If terminated prior to stated end date, prizes will be awarded in random drawings from among all non-suspect entries received for each Prize Pool through both entry methods combined as of the date of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name associated with the Social Account used to enter. All federal, state and local laws apply.

**8. WAIVER AND DISPUTES:** Except where prohibited, entrant (and his/her parent/legal guardian if the entrant is a Minor) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize 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 (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) to the extent allowed by applicable law, **UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT (AND HIS/HER 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 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, ENTRANT (AND HIS/HER 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.

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.

**9. WINNER LIST:** For a winner list, visit <https://bit.ly/2HtDX2O>. The winner list will be posted after winner confirmation is complete.

**10. SPONSOR:** Mondelēz Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.  
**PROMOTION ADMINISTRATOR:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

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