

# OREO SUMMER OF WONDER

## OFFICIAL RULES

### NO PURCHASE NECESSARY

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

**1. TO ENTER:** Sweepstakes begins at 12:00 am ET on July 1, 2018 and ends 11:59 pm ET on July 31, 2018 (the “Sweepstakes Period”). There are four (4) phases (each a “Phase”) as set forth below.

Phase	Start Date (at 12:00 am ET)	End Date (at 11:59 pm ET)
1	July 1, 2018	July 7, 2018
2	July 8, 2018	July 14, 2018
3	July 15, 2018	July 21, 2018
4	July 22, 2018	July 31, 2018

Login to your Instagram or Twitter account and post or Tweet a photo that displays you enjoying an OREO treat (e.g. a beverage or ice cream dessert made with OREO), from a participating restaurant that serves an OREO treat (as applicable), as set forth below (“Photo”):

Entry for Freddys Prize Pool 1: Share a Photo on Instagram or Twitter with the hashtag #OREOFreddysSweepstakes and tag @OREO and @freddysusa.

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 <http://hwld.co/gIF4qh> including the hashtag #OREOFreddysSweepstakes and tag @OREO and @freddysusa.

Entry for the CookOut Prize Pool 2: Share a Photo on Instagram or Twitter with the hashtag #OREOCookOutSweepstakes, tag @cookout and @OREO.

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 <http://hwld.co/rA7RVl> including the hashtag #OREOCookOutSweepstakes, tag @cookout and @OREO.

Entry for the Menchies Prize Pool 3: Share a Photo on Instagram or Twitter with #OREOMenchiesSweepstakes and tag @MyMenchies and @OREO.

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 <http://hwld.co/cAlcuW> including the hashtags #OREOMenchiesSweepstakes and tag @MyMenchies and @OREO.

Entry for the Krystal Prize Pool 4: Share a Photo on Instagram or Twitter with #OREOKrystalSweepstakes and tag @OREO and @Krystal.

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

[hwld.co/zBOIDI](http://hwld.co/zBOIDI) including the hashtags #OREOKrystalSweepstakes and tag @OREO and @Krystal.

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 entry per person per Phase, regardless of your method of entry. Use of any robotic, automatic, programmed or similar entry method or more than one (1) entry 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.

**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 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 or incomplete entries, which will be disqualified.

Posting or Tweeting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**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 of Mondelēz Global, LLC ("Sponsor"), HelloWorld, Inc. ("Administrator"), Capital Blvd, LLC, Freddy's Frozen Custard, LLC., Menchie's Group, Inc., The Krystal Company, HMT Associates, Inc., their affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of their immediate family or persons living in the same household. Void where prohibited.

**4. SWEEPSTAKES DRAWINGS:** The Sweepstakes winners will be selected in a random drawing on or about August 1, 2018 from among all eligible entries received for each applicable Prize Pool. Non-winning entries will not carryover from Prize Pool to Prize Pool. Drawings will

be conducted by Administrator. The return of any prize notification as undeliverable may result in disqualification, and the prizes may be awarded to an alternate winner. Any prize won by a person who is not at least the age of majority will be awarded in the name of the winner's parent/legal guardian.

**5. PRIZES/APPROXIMATE RETAIL VALUE (ARV): Four (4) Grand Prizes (one (1) per Freddy's Prize Pool, one (1) per Cook Out Prize Pool, one (1) per Menchie's Prize Pool and one (1) per Krystal Prize Pool):** \$1,000 American Express PrePaid Gift Card. ARV: \$1,000. Prizes are non-transferable and no substitution will be made except as provided herein 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 depend on the number of eligible entries received for the applicable Prize Pool, during the Sweepstakes Period. Limit: One (1) prize per person.

**6. GENERAL RULES:** All income taxes or other expenses resulting from acceptance of prize, if any, are the responsibility of the winner. Potential winner will be notified via Instagram or Twitter by @OREO after the date of the drawing. If applicable, winner will be required to follow @OREO on Twitter within two (2) days of the date notice or attempted notice is sent. Winner (or winner's parent/legal guardian if winner is not at least the age of majority) will be required to complete, sign, and return a Declaration of Compliance, Liability and 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. By entering Sweepstakes, entrants (and their parents/legal guardians if entrants are not at least the age of majority) accept and agree to these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters. By accepting the prize, winner (and his/her parent/legal guardian if winner is not at least the age of majority) agrees to hold Promotion Parties, Twitter, Inc., Instagram LLC, their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of use or redemption of prize. Acceptance also constitutes permission to the Promotion Parties to use winner's name, likeness (and biographical information) for marketing purposes without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost or late mail, 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 processing of the entries in this Sweepstakes. If, in the Sponsor's opinion, there is any suspected evidence of tampering with any portion of the promotion, or if technical difficulties compromise the integrity of the promotion, 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, prize will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entries made by internet will be declared made by the name associated with the social account used to enter. All federal and state laws apply.

**7. WAIVER:** By entering this promotion, participants (and their parents/legal guardians if the entrant is not at least the age of majority) 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 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.

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

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

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter, Instagram or Menchie's Frozen Yogurt / Menchie's Group, Inc., Capital Blvd, LLC, Freddy's Frozen Custard, LLC., or The Krystal Company.