

## SUMMER YOUR WAY 2021

### OFFICIAL RULES

#### NO PURCHASE NECESSARY OPEN TO RESIDENTS OF THE 50 U.S., THE DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 18 YEARS AND OLDER ONLY

Sweepstakes begins at 12:00 am Eastern Time ("ET") on May 3, 2021, ends at 11:59 pm ET on May 16, 2021 ("Promotion Period") and consists of fourteen (14) daily entry periods (each a "Daily Entry Period"), each of which has its own corresponding prize drawing (see details below). Each Daily Entry Period begins at 12:00 am ET and ends at 11:59 pm ET on the same calendar day.

**1. TO ENTER:** During the Promotion Period, visit [www.summeryourwaysweeps.com](http://www.summeryourwaysweeps.com) ("Website") and follow the links and instructions to complete and submit the registration form (on first visit only). By doing so, you will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. Winners will be chosen at random, as described in Rule 3, below.

Limit: One (1) Sweepstakes entry per email address/person per Daily Entry Period during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations or entries, which will be disqualified. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to register will be deemed to be the entrant and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

**2. ELIGIBILITY:** Sweepstakes is only open to residents of the 50 United States, D.C. and Puerto Rico, who are 18 years of age or older at the time of entry, except for employees of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), MOjO Marketing, HMT Associates, 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 are not eligible to participate in Sweepstakes. Void where prohibited.

**3. WINNER DETERMINATION:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes, the selection of the potential winners, and all matters related to the Sweepstakes, are final and binding. On or around May 17, 2021, Administrator will conduct fourteen (14) separate random drawings to select one (1) potential winner for each Daily Entry Period from all eligible entries received during the applicable Daily Entry Period. Non-winning entries will be included in drawings for subsequent Daily Entry Periods. The potential Sweepstakes winners will be notified by the email address used to enter the Sweepstakes.

Each potential Sweepstakes prize winner (or his/her parent/legal guardian if winner is deemed a minor in the jurisdiction in which s/he resides ("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 in the applicable Daily Entry Period drawing pool. If a potential winner of any prize cannot be contacted, or any notification or prize is rejected or returned as undeliverable, or a potential winner fails to provide any requested information within the required time period, or if a potential winner fails to comply with any of these requirements or with the Official Rules in any way, the potential winner will be disqualified and will forfeit his/her prize, which may be awarded to an alternate winner in a random drawing from among all remaining eligible entries in the applicable Daily Entry Period drawing pool. If necessary, only three (3) such alternate drawings will be held, after which the applicable prize will remain un-awarded if not properly claimed. Potential winners are subject to verification before any prize will be awarded. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes and verification of winners' eligibility and compliance with these Official Rules.

**4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"):**

<b>Day</b>	<b>Quantity</b>	<b>Prize Description</b>	<b>ARV</b>
May 3, 2021	1	\$1,000 Walmart gift card, terms and conditions apply	\$1,000
May 4, 2021	1	Nanny for the summer, awarded as a \$8,500 check	\$8,500
May 5, 2021	1	Groceries for a year, awarded as a \$10,400 check	\$10,400
May 6, 2021	1	Meal service for the summer, awarded in the form of a \$2,000 meal service gift card, terms and conditions apply	\$2,000
May 7, 2021	1	\$1,000 Walmart gift card, terms and conditions apply	\$1,000
May 8, 2021	1	Cleaning service for the summer, awarded as a \$3,000 check	\$3,000
May 9, 2021	1	Backyard makeover, awarded as a \$10,000 check	\$10,000
May 10, 2021	1	\$1,000 Walmart gift card, terms and conditions apply	\$1,000
May 11, 2021	1	Nanny for the summer, awarded as a \$8,500 check	\$8,500
May 12, 2021	1	Groceries for a year, awarded as a \$10,400 check	\$10,400
May 13, 2021	1	Lawn service for the summer, awarded as a \$2,500 check	\$2,500
May 14, 2021	1	\$1,000 Walmart gift card, terms and conditions apply	\$1,000

May 15, 2021	1	Cleaning service for the summer, awarded as a \$3,000 check	\$3,000
May 16, 2021	1	A car, awarded as a \$25,000 check. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize	\$25,000

Limit one (1) prize per email address/person. Prizes are non-transferable, and no cash redemption or other substitution will be made except as provided herein or at the Sponsor's sole discretion. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute prizes of equal or greater value if advertised prizes become unavailable. All prizes are awarded "as is" without any warranty, representation or guarantee of any kind, express or implied, on the part of the Sponsor. Winners (and their parents/legal guardians if winners are Minors) 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 delivery, acceptance or use of the prize. Winners are responsible for all income or other taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during each Daily Entry Period. Total ARV of all prizes: \$87,300.

**5. PUBLICITY:** Acceptance of a 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 that Sponsor and its designees may use the winner's name, city, state, likeness, photo, and/or prize information in connection with the Sweepstakes 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:** By entering the Sweepstakes, 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 Sweepstakes or use or redemption of a prize, including but not limited to participation in prize-related activities and all travel related thereto (if applicable). Promotion Parties are not responsible for: (a) lost, misdirected, garbled, incomplete or late entries; (b) technical, hardware or software malfunctions, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications or information 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; or (c) any error or malfunction that may occur in the transmission, receipt or processing of the entries in this Sweepstakes. Promotion Parties are further not responsible for: (a) unauthorized human intervention in any part of the entry process or the Sweepstakes generally; (b) incomplete or inaccurate information on Sponsor's website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; or (c) electronic or human error that may occur in the administration of the Sweepstakes, or announcement of the winners. If due to a programming or other error, more prizes are claimed than are intended to be awarded according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all

legitimate 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 Sweepstakes, or if technical or other difficulties compromise the integrity of the Sweepstakes, the Administrator reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated prior to the stated end date/time of the Sweepstakes Period, the prizes will be awarded in a random drawing from among all non-suspect entries 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 online entry 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 Sweepstakes 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/ DISPUTES:** By participating, entrant (and entrant's parent/legal guardian if 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 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; (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) 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 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.

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.

**8. PRIVACY POLICY:** Information collected from entrants is subject to the Sponsor's Privacy Policy [https://disclaimer.mondelezinternational.com/privacy\\_policy.html](https://disclaimer.mondelezinternational.com/privacy_policy.html).

**9. WINNERS' LIST:** For a winner list, visit <https://bit.ly/2O7rVRH>. The winner list will be posted after winner confirmation is complete.

**SPONSOR:** Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.

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