

## SWEETEST PROM EVER

### OFFICIAL RULES

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

**PRIZE OFFERED ONLY TO RESIDENTS OF THE 50 U.S. (D.C.) & PUERTO RICO WHO ARE AGES 17 - 20 YEARS OLD AT THE TIME OF ENTRY. IF YOU ARE A MINOR (17 YEARS OLD IN ALL STATES; 18 YEARS OLD IN NEBRASKA OR ALABAMA), YOUR PARENT OR LEGAL GUARDIAN MUST ENTER FOR YOU.**

**1. TO ENTER:** Beginning at 12:00 am ET on May 11, 2020 through 11:59 pm ET on May 16, 2020 (the "Sweepstakes Period"), visit [www.sweetestpromenever.com](http://www.sweetestpromenever.com) and then follow instructions to enter the "Sweetest Prom Ever" ("Sweepstakes") by providing your first name, last name, and valid email address. If you are a "Minor" (a person who is 17 years of age in all states; 18 years of age in Nebraska or Alabama), your parent or legal guardian must enter for you. The parent or legal guardian will be asked to provide his/her first name, last name, valid email address, child's/legal ward's name and confirmation that the child that they are entering for is a Minor (as defined above). The person submitting the entry, either for him/herself or for his/her Minor child/legal ward, will be referred to herein as the "entrant". If an entry is selected in the prize drawing described in Rule 3, below, the entrant will be referred to herein as the "winner". The person participating in the prize event described in Rule 4, below, whether the entrant or the entrant's Minor child/legal ward, will be referred to herein as a "prize participant". All entrants will have to confirm agreement to a "Publicity Release" (See Rule 5) and a Code of Conduct (see Rule 6) that are applicable to all prize participants. Upon proper completion of the entry process, you will automatically receive one (1) entry into the prize drawing.

Limit: One (1) entry per person/email address for the entire Sweepstakes Period. Use of any robotic, automatic, programmed or similar entry method or the submission of more than one (1) entry per person/email address will void all entries from the person responsible and will result in disqualification of that person and his/her Minor child/ward (if applicable). In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address associated with an entry will be deemed to be the entrant. 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. Each potential winner and his/her Minor child/ward (if applicable) are subject to verification before the prize will be awarded. An entrant is not a winner of the prize unless and until entrant's eligibility and that of his/her Minor child/ward (if applicable) has been verified and entrant has been notified that verification is complete. Entrants agree that Sponsor shall own the entries, which will not be acknowledged or returned.

**2. ELIGIBILITY:** Prize is only offered to residents of the 50 United States (D.C.) and Puerto Rico who are 17 - 20 years of age at the time of entry. Employees, officers and directors of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), Ketchum, Inc., Telescope, Inc., Zoom Video Communications, Inc., Dentsu, Inc., VaynerMedia, LLC, HMT Associates, Inc., other persons/entities participating in the execution of this Sweepstakes, 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 enter or receive a prize in this Sweepstakes. Void outside the 50 United States (D.C.), Puerto Rico and where prohibited.

**3. SWEEPSTAKES DRAWING:** Administrator will select the potential Sweepstakes winners in a random drawing from all eligible entries received during the Sweepstakes Period on or around May 17, 2020. Odds of winning a prize will depend upon the number of eligible entries received during the Sweepstakes Period. Potential winners will be notified by email with details about the prize (see prize description in Rule 4).

If a potential winner of a prize cannot be contacted, or the email notification is rejected or returned as undeliverable, or if a potential winner or his/her Minor child/ward (if applicable) is deemed ineligible to receive a prize, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. Unclaimed prizes will not be awarded.

**4. PRIZES: One Thousand (1,000) Virtual Prom Invitations Offered:** Each verified winner or his/her Minor child/ward named on the winning entry (if applicable) will have the opportunity to participate in a virtual prom (“the Event”) that will take place on May 23, 2020 from 9:00 – 9:45 p.m. ET featuring World Famous DJ Steve Aoki. The Event will be hosted by Zoom as a video conference and will be simultaneously streamed live on YouTube, Twitter and Instagram. Zoom participants will generally not be able to interact with others (microphones will be muted and video of each prize participant will generally not be shared to other participants). The Event moderator will have the ability to view all prize participants and will select a variety of prize participants whose video feeds (no audio) will be featured for short durations to all viewers of the Event. Prize participants are expected to comply with the Code of Conduct set forth below in Rule 6. Failure to meet these requirements may result in removal from the Event. Each winner must create a free Zoom account associated with his/her email address used to enter. Zoom accounts are subject to Zoom’s [Terms of Service](#). Prize participants (and their parents/guardians if Minors) will receive event link and password to join the Zoom Event.

**5. PUBLICITY RELEASE:** By entering, entrants acknowledge that if their entries are selected as winners, their names, images, live videos, or voices, or the names, images, live videos, or voices of their Minors, if applicable (“Prize Footage”) will be captured during the Event and may be featured in the live stream Event. Prize footage may be used in any manner or media whatsoever, worldwide, for advertising and promotional purposes in conjunction with this and similar promotions, without notice, compensation or approval, unless prohibited by law.

**6. CODE of CONDUCT:** By entering, each entrant acknowledges that if s/he is selected as a winner, s/he (or his/her Minor, if applicable) must abide by the following guidelines:

- (a) Only prize participant may appear on the screen;
- (b) Prize participant is encouraged to wear prom attire, but it is not required. Prize participant must be dressed in an appropriate manner for the Event (clothing must cover all private body parts);
- (c) Prize participant must not be drinking alcohol, smoking, or vaping, or appear to be intoxicated or under the influence of drugs on screen; and
- (d) Prize participant must behave in a manner consistent with the public nature of this Event. For example, the following types of behavior are not permitted: overt sexual acts, violence, or any actions that could incite or offend other prize participants, the Promotion Parties or any entity.

Sponsor in its sole discretion will remove a prize participant from the Event if it views that participant engaging in any behavior that it finds, in its sole discretion, to be in violation of the Code of Conduct or otherwise inappropriate.

**7. GENERAL RULES:** By participating, entrants, for themselves and, if applicable, their Minors, accept and agree to these Official Rules and the decisions of the Administrator, which shall be final in all matters relating to the Sweepstakes. By participating, entrants for themselves and, if applicable, their Minors, agree to hold Promotion Parties, their respective affiliates, directors, officers, shareholders, employees and assigns harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or in the Event (if applicable). Promotion Parties are not responsible for lost, late, garbled, damaged, or incomplete Sweepstakes entries, or for technical, hardware or software malfunctions, lost or unavailable network, connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications in the Sweepstakes processes or in the Zoom Event, whether caused by the user or by any of the equipment or programming associated with or utilized in this Sweepstakes or the Event, or by any human or other error which may occur in the programming, administration or execution of this Sweepstakes, in the transmission, receipt or processing of entries, or in the Event. If due to a computer 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 valid prize claims received. In no event will Sponsor be liable for more than the stated number of prizes 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 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, in its sole discretion. If terminated before the stated end date of the Sweepstakes Period, all prizes will be awarded in a random drawing using all non-suspect, eligible entries received as of the date/time of termination. All federal and state laws apply.

**8. DISPUTE RESOLUTION:** Except where prohibited, entrant, for him/herself and his/her Minor (if applicable) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, with the prizes or with the prize Event, 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) under no circumstances will entrant or his/her Minor (if applicable) be permitted to obtain awards for, and entrant for him/herself and his/her Minor (if applicable) 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 PORTIONS OF 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 entrants 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.

**9. 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).

**SPONSOR:** Mondelez Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

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