

**TRIDENT #WEGOTFLAVOR CONTEST  
OFFICIAL RULES**

**OPEN TO RESIDENTS OF THE 50 UNITED STATES (D.C.) AND PUERTO RICO, 18 YEARS  
AND OLDER ONLY**

**NO PURCHASE NECESSARY.**

The Contest begins at 12:00 am Eastern Time (“ET”) on January 18, 2019, ends at 11:59 pm ET on February 15, 2019 (the “Contest Period”) and consists of four (4) phases (each a “Phase”) as outlined below.

Phase	Start Date (at 12:00 am ET)	End Date (at 11:59 pm ET)
1	January 18, 2019	January 24, 2019
2	January 25, 2019	January 31, 2019
3	February 1, 2019	February 7, 2019
4	February 8, 2019	February 15, 2019

**1. TO ENTER: There are two (2) ways to participate: A) Online:** Visit [www.tridentwegotflavor.com](http://www.tridentwegotflavor.com) (the “Website”) and follow the links and instructions to register, including providing your valid email address. Then, follow the Website instructions to upload an original photo of an activity that could be considered a hobby, passion, interest or personality trait of yours (“Photograph”). You will receive one (1) entry into the Contest. **B) Instagram:** Log into your Instagram account and post a photo of an activity that could be considered a hobby, passion, interest or personality trait of yours (also, your “Photograph”) and include the hashtags #WeGotFlavor #Contest and must follow @tridentgum. You will receive one (1) entry into the Contest. Hereafter, a valid Website upload, valid Instagram post, with the inclusion of the hashtags #WeGotFlavor #Contest as applicable, will be referred to as your “Submission”.

Submission must feature Entrant. Submissions cannot feature more than three (3) people including Entrant. No pets should be included.

Limit: One (1) Contest entry per day during the Contest Period per Entrant/ email address/social media account regardless of method of entry. Submissions received from any Entrant/email address/social media account in excess of the stated limit may be void.

By uploading the Submission, Entrant acknowledges and agrees that the Submission conforms to the Guidelines and Content Restrictions as defined below (collectively, the “Submission Guidelines”) and that Sponsor (defined below), in its sole discretion, may disqualify Entrant from the Contest if Sponsor believes that the Submission fails to conform to the Submission Guidelines.

If any individuals other than Entrant are mentioned or shown in the Submission, Entrant must have the permission of such individuals (or their parent’s or legal guardian’s permission if individuals are minors, or if required by law) to use their names or images in the Submission. Proof of such permission may be required at Sponsor’s discretion. Entering any Submission further constitutes Entrant’s consent to grant the Sponsor certain rights in, and to the Submission, as described in Rule 8 below. Each Submission entered must meet all Submission Guidelines (as defined below). Entry must be made in Entrant’s name only, regardless of whether others contributed to or appear in the Submission. Only the Entrant who receives an entry into the Contest will be eligible to win a prize. Submissions that are lost, late, incomplete, illegible, non-

complaint or corrupted are void and will not be accepted. Submissions that are found to be copies of other Submissions previously entered in the Contest, or to contain content plagiarized from other websites and/or publications will be void and will result in disqualification. Each potential winner may be required to show proof of being the authorized Account holder of the email address or social media account associated with the potential winning Submission (the "Authorized Account Holder").

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram LLC. Any questions, comments or complaints regarding the Contest shall be directed to Sponsor (defined below) or Administrator (defined below) and not to Instagram.

**2. SUBMISSION GUIDELINES:** Submissions 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 or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) of any kind, without permission, 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 entering the Submission Entrant warrants and represents that: (a) the Submission has not been previously published; (b) the Submission has not received previous awards; (c) the Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (d) the other participants depicted in the Submission, if any, have given written consent to its entry into the Contest and use as contemplated by these Official Rules; and (e) 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 the Released Parties (as defined below) from any claims to the contrary. Any Submission that, in the sole discretion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Contest for any reason will be disqualified from the Contest.

**3. ELIGIBILITY:** Contest is open only to residents of the 50 United States (D.C.) and Puerto Rico, 18 years of age and older as of the time of entry. Employees of Mondelēz Global, LLC ("Sponsor"), HelloWorld, Inc. ("Administrator"), VaynerMedia, their respective affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and all respective employees, shareholders, officers, directors, agents, members, successors and assigns of the foregoing (all of the aforementioned referred to collectively, with Instagram, LLC, as the "Released 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), are not eligible to participate in the Contest. The Contest is void outside the 50 United States/D.C. and Puerto Rico, and where prohibited by law.

**4. FINALIST DETERMINATION AND FINALIST REQUIREMENTS:**

**Finalist Determination:** After the conclusion of each Phase, a panel of qualified judges determined by Sponsor in its sole discretion will score all eligible Submissions during that phase based on the following criteria (“Judging Criteria”):

- Quality/Clarity of Submission (33%);
- Fit to Contest Theme (34%) - Features an activity that could be considered a hobby, passion, interest, or personality trait (i.e., “flavor”); and
- Creativity/Uniqueness (33%) - photo is creative and unique in its feature of an activity that could be considered a hobby, passion, interest, or personality trait (i.e., flavor).

Subject to each Entrant’s compliance with these Official Rules, up to twenty (20) Entrants per Phase with the highest-scoring Submissions will be deemed the potential finalists (“Finalist”). In the event of a tie, the Entrant whose Submission received the highest score for Fit to Contest Theme as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential Finalist from among the tied Entrants. If there is still a tie, the Entrant whose Submission received the highest score for Creativity/Uniqueness as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential Finalist from among the tied Entrants. If there is still a tie, the Entrant whose Submission received the highest score for Quality/Clarity of Submission as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential Finalist from among the tied Entrants. Sponsor reserves the right to select fewer than the stated number of Finalists per phase, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. If there is an insufficient number of eligible and qualified Submissions for any Phase, Sponsor reserves the right to select more than twenty (20) Submissions in any subsequent Phase. Sponsor will not disclose judging scores.

**Finalist Requirements:** Each potential Finalist will be notified via email or social media channel used to enter on or about six (6) days after the conclusion of the applicable Phase. Each potential Finalist must follow all required steps, as outlined below, in order to be deemed a Finalist. If at any time, a potential Finalist does not follow all necessary steps and/or the provided information/files is not compatible with Sponsor’s requirement(s), the potential Finalist will be disqualified.

- Each potential Finalist will be required to provide Administrator a high-resolution image of his/her Submission within one (1) day of the date on which the first attempted notification was sent.
- If the provided high-resolution image meets all requirements, each potential Finalist will be notified again by Administrator and will be required to provide any requested information, including but not limited to a Declaration of Compliance, Liability and Publicity Release within five (5) days of the date on which the first attempted notification was sent.

**5. WINNER DETERMINATION:** After the conclusion of the Contest Period and subject to each Finalist’s compliance with these Official Rules, the forty-four (44) Finalists with the highest-scoring Submissions will be deemed the potential winners. In the event of a tie, the Finalist whose Submission received the highest score for Fit to Contest Theme as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential winner from among the tied Finalists. If there is still a tie, the Finalist whose Submission received the highest score for Creativity/Uniqueness as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential winner from among the tied Finalists. If there is still a tie, the

Finalist whose Submission received the highest score for Quality/Clarity of Submission as determined by the qualified judges, in their sole discretion, will be deemed the applicable potential winner from among the tied Finalists. Sponsor reserves the right to select fewer than the stated number of winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores.

**6. PRIZES: Forty-four (44) Grand Prizes:** Winning Submission *may* be featured on a Trident Pack, at Sponsor's discretion. No substitutions or transfers of prizes or cash redemptions permitted by winners. **Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission.** Limit: Each Entrant may receive one (1) prize. Prizes have no value, and winners will receive no compensation or right of approval for use (if applicable) of their Submissions on Trident packages. Sponsor reserves the right to modify any such Submission in any manner in accordance with all rights granted to Sponsor in these Official Rules.

**7. GENERAL RULES:** All income taxes, if any, resulting from acceptance of prizes are the sole responsibility of the winners. If any prize notification is returned as undeliverable, or in the event of non-compliance with any other requirements, the prize will be forfeited in its entirety. By participating, 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. If a prize/prize notification is undeliverable, or if a potential winner fails to comply with any of these requirements, or with the Official Rules in any way, his/her prize will be forfeited without compensation of any kind and an alternate winner may be determined from among the remaining eligible Submissions based, in the sole discretion of the Sponsor, on: (a) the scores previously received from the qualified judges; or (b) new judging of such remaining Submissions by the judges, applying the Judging Criteria defined in Rule 4, above. By participating and accepting prizes, Entrants and winners (and their parents/legal guardians if Entrants/winners are minors) agree to hold the Released Parties harmless against any and all claims and liability arising out of participation in the Contest and use or redemption of any prizes, including but not limited to inclusion (if applicable) of winners' Submissions on Trident packages. Acceptance also constitutes permission to the Promotion Parties to use winners' names, likenesses, and biographical information for marketing purposes without further compensation or right of approval, unless prohibited by law. The Released Parties are not responsible for lost or late email or social media posts, or for technical, hardware or software malfunctions, lost or unavailable network or other 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 Contest, or by any human error which may occur in the programming or administration of this Contest. If due to a computer programming or other error, more prizes are claimed than intended to be awarded according to Rule 6 above, prizes will be awarded in a random drawing from among all valid prize claims received. In no event will any of the Released Parties be liable for more than the stated number of prizes in Rule 6 above. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Contest, or if technical difficulties compromise the integrity of the Contest, the Administrator reserves the right to modify or terminate the Contest in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. In the event a dispute arises as to the identity of a potentially winning Entrant, such dispute will be resolved by identifying the Authorized Account Holder of the email address or social media account associated with the potentially winning Submission. All federal, state and local laws apply.

**8. RIGHTS IN SUBMISSIONS:** In consideration of Entrant's Submission being reviewed and evaluated for this Contest, each Entrant (and his/her parent/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 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 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 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 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/legal guardian if Entrant is a minor) hereby releases the Released Parties, 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 with the Contest and the use or misuse of any prize. Each Entrant (and his/her parent/legal guardian if Entrant is a minor) agrees and acknowledges that participation in the Contest, including, without limitation, the Entrant's decision to provide the Entrant's Submission to Sponsor for purposes of the Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Released Parties and Entrant, does not place the Released 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 Released Parties and Entrant are as set forth in these Official Rules. In addition, by participating in the Contest, each Entrant (and his/her parent/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.

**9. DISPUTE RESOLUTION:** Entrant (and his/her parent or legal guardian, if entrant is a minor) agrees that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be settled by arbitration administered by the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of the entrant, Administrator, and Sponsor to litigate claims in court and participant, Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court and that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person and that you will not agree to class or collective procedures in arbitration or the joinder of claims in arbitration. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes or any prize, 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. The place of arbitration shall be Oakland County, Michigan unless the Arbitrator requires otherwise.

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.

**10. WAIVER:** By participating in this Sweepstakes, participants (and their parents/legal guardians, if participants are minors) 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

**11. PRIVACY POLICY:** Information collected from Entrants is subject to the Sponsor's Privacy Policy <http://www.mondelezinternational.com/privacy-policy.aspx>.

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

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

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