

**Oreo® Shamrock McFlurry® Offer
Program Terms & Conditions**

NO PURCHASE NECESSARY.

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

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

1. HOW TO PARTICIPATE: Program begins at 9:00 a.m. EST on February 24, 2020 and ends when 3,333 participants complete the registration form to claim the “Reward” (defined below) or no later than at 11:59 p.m. EST on February 25, 2020 (the “Program Period”). *Participants must have or create a Venmo account. Venmo accounts are free, but are subject to its [User Agreement](#) and [Privacy Policy](#). Venmo payments are only issued through the Venmo Mobile App.*

Visit <http://www.oreoshamrock.com/> during the Program Period and if you are one of the first 3,333 consumers, you will be asked to complete and submit the registration form including full name, valid email address, mobile phone number associated with participant’s Venmo account, Venmo handle and date of birth. Registered participants will receive a \$3 Venmo payment from [@Merkle](the “Reward”). Approximate Retail Value: \$3. Limit: One (1) Reward per participant. Multiple participants are not permitted to share the same mobile phone number/@Venmo handle. Any attempt by any participant to obtain more than one (1) Reward by using multiple/different email addresses, mobile phone numbers, Venmo handles, or any other method will result in disqualification of participant. The Reward will be fulfilled within approximately five (5) days of Program’s end.

2. ELIGIBILITY: Open to residents of the 50 United States (and D.C) who are 18 years of age or older at the time of participation. Employees of Mondelēz Global, LLC (“Sponsor”), McDonald’s Corporation, Merkle Inc. (“Administrator”) (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.

3. RELEASE: By participating in this Program, participant (and participant’s parent/legal guardian if participants is a deemed a minor in the State in which s/he resides (“ Minor”)) agrees to release and hold harmless Sponsor, McDonald’s Corporation, Merkle Inc., Twitter, Instagram and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Program.

4. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of

criminal and civil law, 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. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

5. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing or human errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of registrations and/or notifications; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program.

All Rewards are provided "as is" without warranties or guarantees of any kind, express or implied, in fact or in law, on the part of the Sponsor.

6. PRIVACY POLICY: Information collected by Sponsor from entrants for Program purposes is subject to the Sponsor's Privacy Policy <http://www.mondelezinternational.com/privacy-policy.aspx>.

7. WAIVER: By participating in this Program, participants (and participants' parents/legal guardians if participants are Minors) agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Program 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; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program but in no event attorneys' fees; and (iii) under no circumstances will participants be permitted to obtain awards for, and participants (and participants' parents/legal guardians if participants are Minors) hereby waive 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 Terms and Conditions, or the rights and obligations of the entrant and Sponsor in connection with this Program, 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 Terms & Conditions 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 Terms & Conditions 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 Program-related materials or notifications and these Terms & Conditions, these Terms & Conditions shall prevail, govern and control.

8. SPONSOR: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

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

All trademarks used herein are the property of their respective owners.

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