

# WALMART COLLECT TO WIN 2021

## OFFICIAL RULES

### NO PURCHASE NECESSARY

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

This promotion ("Promotion") is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc., Instagram, LLC or Twitter, Inc. Facebook, Instagram, and Twitter are not affiliated with the Sponsor in any way.

**1. TO PLAY:** Promotion begins at 12:00 am ET on June 10, 2021 and ends at 11:59 pm ET on August 31, 2021 ("Promotion Period"). The Promotion consists of an instant win game ("Instant Win Game"), and a collect and win game ("Collect and Win Game"), both of which utilize a single game piece ("Game Piece"), as described below. **There are two (2) ways to obtain a Game Piece:** **A.) Make a Purchase:** During the Promotion Period, visit a Walmart store or Walmart.com to purchase a specially-marked package of OREO Cookies (13.2-20 oz.), CHIPS AHOY! Cookies (11.75-13 oz.), RITZ Crackers (13.7 oz.), BELVITA Breakfast Biscuits (8.8 oz.) or NABISCO Multipacks (12-28.8 oz.) and locate the Game Piece attached to the product packaging. Purchases from Walmart Marketplace sellers do not qualify. **B.) Mail-In Alternate Method:** Starting May 25, 2021, to receive a Game Piece without making a purchase, send a self-addressed, stamped envelope in an outer mailing envelope with proper postage affixed (legal residents of Vermont may omit postage from self-addressed return envelope) to "Walmart Collect to Win 2021," c/o Merkle Inc., P.O. Box 5453, Kalamazoo, MI 49003-5453. You will receive one (1) Game Piece by mail at the address indicated on your return envelope within approximately seven (7) business days of receiving the request. Limit: One (1) request per envelope; one (1) Game Piece per request. All mail-in requests must be handwritten and must be postmarked by August 31, 2021 and received by September 8, 2021. All requests become the exclusive property of Sponsor and none will be acknowledged or returned except as provided herein. Proof of sending a request will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, damaged, invalid, unintelligible, illegible, misdirected or postage-due Game Piece requests or Game Pieces, all of which will be disqualified.

Open the Game Piece to reveal the scratch-off areas. Scratch the appropriate surface to see if you are a potential winner of a prize in the Instant Win Game and scratch the other surface to reveal three (3) Collect and Win Game Logos (each, a "Logo"). If you are a potential winner of a Collect and Win Game prize or an Instant Win Game prize, see Prize Claim Instructions below. All potential winners are subject to verification before any prize will be awarded.

**Donation:** During the Promotion Period, for each entrant that "clicks" on the "Click to Help Us Give" button located on [www.collectsnack.com](http://www.collectsnack.com), Sponsor will donate \$1.00 to the U.S. Olympic and Paralympic Foundation (USOPF), up to a maximum of \$50,000. See the USOPF website at <https://www.teamusa.org/US-Olympic-and-Paralympic-Foundation> to learn more about this organization. The USOPF is not a Promotion Party as defined herein.

**2. ELIGIBILITY:** Promotion is open to residents of the 50 United States (D.C.) and Puerto Rico, who are 18 years of age and older at the time of entry. Employees, officers and directors of Mondelēz Global LLC ("Sponsor"), Merkle Inc. ("Administrator"), HMT Associates, Inc., Mojo Marketing, Menasha Packaging Company, LLC and 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 Promotion. Void outside the 50 United States/D.C./Puerto Rico, and where prohibited.

**3. WINNER DETERMINATION: Collect and Win Game: First Prize.** To be eligible to receive a First Prize, you must collect four (4) Collect and Win Game Logos. Three (3) of the four (4) Collect and Win Game Logos will be awarded regularly to entrants (“Common Logos: “RITZ”, “CHIPS AHOY!”, and “BELVITA”). However, there will be a limited number of the fourth Collect and Win Game Logos (each a “Rare Logo”) necessary to receive a First Prize (Rare Logo: “OREO”). The Rare Logos will be randomly distributed along with the Common Logos during the Promotion Period. Once you have collected all four (4) Logos (“RITZ”, “CHIPS AHOY!”, “BELVITA”, and “OREO”), and submitted a prize claim in accordance with the Prize Claim Instructions below, you will be a potential winner of a First Prize (subject to verification). **Instant Win Game: Grand Prize.** There will be one (1) random Grand Prize-winning Instant Win Game Game Piece distributed among all Game Pieces during the Promotion Period. **Second Prize.** There will be thirty-three (33) random Second Prize-winning Instant Win Game Game Pieces distributed among all Game Pieces during the Promotion Period. If you receive a Grand Prize or First Prize-winning Game Piece, you will be a potential winner of the applicable Prize (subject to verification).

Each Collect and Win Game and Instant Win Game Grand Prize and First Prize winner (and his/her parent or legal guardian if potential winner is deemed a minor in the jurisdiction in which s/he resides (“Minor”)) will be required to complete, sign, and return a Declaration of Compliance, Liability and Publicity Release (collectively, “Declaration”) within five (5) days of the date the win confirmation email message is sent to him/her in accordance with the Prize Claim Instructions below. If the Declaration is not returned within the required time period, or in the event winner does not comply with any other requirements of these Official Rules, as determined by Administrator in its sole discretion, the applicable prize will be forfeited. The return of any prizes/prize notifications as undeliverable may result in disqualification and prize forfeiture. Failure by a potential winner to provide the requested information may result in the automatic forfeiture of the prize. In the event that any Collect and Win Game and/or Instant Win Game prizes are not claimed, the prizes will remain unawarded. Any prize won by a Minor will be awarded in the name of the winner’s parent/legal guardian. Prizes will be shipped to verified winners within approximately 10-12 weeks of the end of the Promotion Period.

**Prize Claim Instructions: Collect and Win Game:** Visit [www.collectsnack.com](http://www.collectsnack.com) and complete and submit the registration form. Next, enter in the 8-digit alphanumeric Codes under each Logo on your Game Pieces. If you collect and enter the Codes associated with all four (4) of the following Logos -- “RITZ”, “CHIPS AHOY!”, “BELVITA”, and “OREO” -- you will receive a win confirmation email within approximately 48 hours following confirmation of your eligibility. Collect and Win Game prize claims must be received by October 15, 2021, or prize will be forfeited. **Instant Win Game:** Visit [www.collectsnack.com](http://www.collectsnack.com) and complete and submit the registration form. Next, enter the 8-digit alphanumeric Code under the win message on your Game Piece. You will receive a win confirmation email within approximately 48 hours following confirmation of your eligibility. Instant Win Game prize claims must be received by October 15, 2021, or prize will be forfeited.

Each potential winner should retain a photocopy of his/her winning Game Piece. Facsimiles, photocopies, altered and mechanically-reproduced Game Pieces are not eligible. Winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all such requirements. Each potential winner (or his/her parent or legal guardian if potential winner is a Minor) must execute all required documentation in order to claim prize.

**4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): Collect and Win Game Prizes:**  
**Three hundred (300) First Prizes:** A \$1,000 Visa prepaid card. Terms and conditions apply. ARV: \$1,000 each. Odds of obtaining a Collect and Win Game Rare OREO Logo are approximately 1 in 19,131. Odds of obtaining a Collect and Win Game Common Logo depend on the number of times entrants play and the distribution of Common Logos among the 5,739,302 total Game Pieces available in this Promotion. **Instant Win Game Prizes: One (1) Grand Prize:** A \$100,000 check payable to winner. ARV: \$100,000.00. Odds of winning the Grand Prize are approximately 1 in 5,739,302. **Thirty-three (33) Second Prizes:** A Smart TV of Sponsor’s choice. ARV: \$500.00 each. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. Odds of winning a Second Prize are approximately 1 in 173,918.

For All Prizes: Total ARV of all prizes is \$416,500.00. Limit: one (1) Grand Prize, one (1) First Prize and one (1) Second Prize per person. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Prizes cannot be redeemed for cash. Winners will not receive compensation for any difference between the stated ARV and the actual value of a prize at the time the prize is awarded.

**5. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners.** By participating, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of the Administrator, which shall be final in all matters. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold Promotion Parties, Facebook, Instagram, Twitter, the USOPF, United States Olympic & Paralympic Committee, and 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 Promotion and/or use/misuse or redemption of prizes (if applicable). Acceptance of prizes also constitutes permission to the Promotion Parties to use winners’ names, likenesses, and biographical information for marketing purposes in any and all media worldwide without limitation or further compensation or right of approval, unless prohibited by law. By accepting prizes, winners (and their parents/legal guardians if winners are Minors) acknowledge and agree that the Promotion Parties have neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to prizes, including but not limited to their quality, mechanical condition or fitness for a particular purpose. Promotion Parties are not responsible for lost, damaged, misdirected, garbled or late prize claims, or for technical, hardware or software malfunctions, lost or unavailable network connections, or failed, garbled or delayed electronic communications, or for incorrect, inaccurate or incomplete prize claim information, whether caused by the participant or by any of the equipment or programming associated with or utilized in this Promotion, or for any human technical or other error which may occur in the transmission, receipt or processing of prize claims in this Promotion, in the printing or production of Game Pieces, or in the administration of the Promotion or the announcement of winners/prizes. If due to a printing, production or human error, computer programming or other error, more prizes are claimed than are intended to be awarded according to Rule 4, the intended number of such prizes will be awarded in a random drawing from among all valid prize claims received for such prizes. In no event will Sponsor be liable for awarding 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 Promotion, or if technical difficulties compromise the integrity of the Promotion, the Administrator reserves the right to modify or terminate the Promotion in a manner deemed reasonable by the Administrator, in its sole discretion. If terminated prior to the stated end date of the Promotion Period, all valid, non-suspect prize claims received as of the

date/time of termination will be fulfilled in accordance with these Official Rules. The remaining prizes may not be awarded at the discretion of the Administrator. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the name on the online registration form associated with the applicable prize claim. All federal and state laws apply.

**6. 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).

**7. WAIVER AND DISPUTES:** Except where prohibited, entrant (and his/her parent/legal guardian if the entrant is a Minor) agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion 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 (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 Promotion, but in no event attorneys' fees; and (3) to the extent allowed by applicable law, entrant waives 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 Promotion, 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 Promotion-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

**8. WINNERS' LIST:** For a winner list, visit <https://bit.ly/3axsD1Y>. 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:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

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