## **Wheat Thins Sweepstakes**

## **OFFICIAL RULES**

## NO PURCHASE OR SCAN NECESSARY. MAKING A PURCHASE OR SCANNING WILL NOT IMPROVE YOUR CHANCES OF WINNING.

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA AND PUERTO RICO, 18 YEARS AND OLDER.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with X Corp. or Meta Platforms Inc. X Corp. and Meta Platforms Inc. are not affiliated with Mondelez Global LLC in any way.

The Wheat Thins Sweepstakes (the "Sweepstakes"), sponsored by Mondelēz Global LLC ("Sponsor"), begins at 12:00 a.m. Eastern Time ("ET") on April 14, 2025 and ends at 11:59 p.m. ET on May 23, 2025 (the "Sweepstakes Period").

**1. TO ENTER:** During the Sweepstakes Period, using your smart phone or other web-enabled device ("Device"), "scan" by pointing the camera on your Device at the quick response ("QR") code located on the back panel of Wheat Thins packaging advertising this Sweepstakes. **Standard message rates and data charges apply to scans.** Once the QR code is recognized, follow the instructions to open the mobile web page at WheatThinsGiveaway.com ("Website"). Or, you may visit the Website directly, via a mobile device or desktop computer, without scanning a QR code. Once on the Website, follow the links and instructions to accurately complete and submit the registration form by providing a first name, last name, a valid email address, and date of birth. You will receive one (1) entry into the Sweepstakes for properly completing and submitting your registration form.

Limit: One (1) Sweepstakes entry per person during the Sweepstakes Period for following the instructions above. Use of any robotic, automatic, programmed, or similar entry method will void your entry and result in disqualification. Any attempt by any individual to exceed the above-indicated entry limit by using multiple/different email or IP addresses, identities, or any other methods will void all of that individual's entries and that individual will be disqualified. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If information provided by an entrant to claim a prize, if applicable (including but not limited to entrant's first and last name), is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such entrant and such disqualification will result in the forfeiture of any prize such entrant may claim (if applicable). Sponsor, in its discretion, may request additional documentation from entrant to confirm entrant's identity. Failure to comply will result in disqualification.

If you choose to enter using a mobile device/scanning a QR code, standard message and data rates apply in accordance with your personal mobile service plan. Check details of your plan prior to using a mobile device to enter. A mobile device is not required to enter.

THERE ARE THREE (3) BONUS SWEEPSTAKES ENTRY OPPORTUNITIES:

A.) Opt-in to Sponsor's Marketing Emails or Send in a Mail-In Entry: On the registration form, you will have the option to opt-in to receive marketing emails from the Sponsor. If you elect to opt-in, you will receive one (1) bonus Sweepstakes entry. You may opt-out of these email communications at any time. Should you choose to opt-out during the Sweepstakes Period your Sweepstakes entry will continue to be valid as long as it meets all other criteria required by these Official Rules.

If you have previously opted-out of marketing communications from the Sponsor or if you prefer not to receive marketing emails from the Sponsor but would like to earn one (1) bonus Sweepstakes entry, print your name, address, phone number, email address, and date of birth on a piece of paper and mail it in an envelope with proper postage to "Wheat Thins – Sponsor Opt-in," c/o Merkle Inc., P.O. Box 5021, Department 866020, Kalamazoo, MI 49003-5021. You will receive one (1) bonus Sweepstakes entry. Limit: One (1) entry per envelope. All mail-in entries must be postmarked by May 23, 2025 and received by May 30, 2025. All entries become the exclusive property of Sponsor, and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, all of which will be disqualified.

**B.)** Refer Friends on Facebook: You will be invited to share a Sponsor created post on Facebook with your Facebook Friends ("Friend"). For each eligible Friend who clicks on the Facebook post in your timeline to access the Promotion Site and registers for this Promotion during the Promotion Period (each a "completed referral"), you will receive one (1) bonus Sweepstakes entry\*\* (subject to the provisions below). Limit: Once you share the Sponsor created post on Facebook and if you choose to, you can then reshare the Sponsor created post on Facebook again after seven (7) calendar days. You may receive entries for up to ten (10) completed referrals during the Promotion Period (i.e., up to ten (10) bonus entries).

\*\*If a Friend makes a completed referral and you haven't already reached the abovementioned bonus entry limit, you will receive one (1) bonus entry.

C.) X Share: You will be invited to share the details of this Promotion by posting the Sponsor created post on X with your X Friends (again, each a "Friend"). For each eligible Friend who clicks on the X post in your timeline to access the Promotion Site and registers for this Promotion during the Promotion Period (again, each a "completed referral"), you will receive one (1) bonus Sweepstakes entry\*\* (subject to the provisions below). Limit: Once you share the Sponsor created post on X and if you choose to, you can then reshare the Sponsor created post on X again after seven (7) calendar days. You may receive entries for up to ten (10) completed referrals during the Promotion Period (i.e., up to ten (10) bonus entries).

\*\*If a Friend makes a completed referral and you haven't already reached the abovementioned bonus entry limit, you will receive one (1) bonus entry.

**2. ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, the District of Columbia ("D.C.") and Puerto Rico who are 18 years of age or older at time of entry. The respective employees, officers and directors of the Sponsor, Merkle Inc. ("Administrator"), HMT Associates, Inc., One Flight Up Design and Innovation, Disney, Weber Shandwick, Vayner Media, and the respective parent companies, affiliates, subsidiaries and agencies of each of the foregoing (collectively the "Promotion Parties"), and members of the 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 households (whether related or not) of any of the above are not eligible to participate in the Sweepstakes. The Sweepstakes is void outside the 50 United States, D.C., Puerto Rico and where prohibited. All federal, state and local laws apply.

- 3. SWEEPSTAKES DRAWING AND WINNER REQUIREMENTS: Administrator is an independent organization whose decisions are final and binding in all matters related to the Sweepstakes, including but not limited to those related to the selection of the potential winners. Administrator will select one hundred (100) potential prize winners in a random drawing from all valid entries received during the Sweepstakes Period (including bonus entries) on or around June 6, 2025. The potential Sweepstakes winners will be notified at the email address used to enter the Sweepstakes. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. In the event that a potential winner is disqualified for any reason, Sponsor will award the prize to an alternate winner in a random drawing from among all remaining eligible entries. If necessary, this process will be repeated up to three (3) times, after which the prize will not be awarded if it remains unclaimed.
- **4. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"): One Hundred (100) Prizes:** A one (1) year subscription to Disney+ Premium, terms and conditions apply. Each prize will be awarded as a digital code sent to winner's email address used to register for the Sweepstakes. Codes cannot be redeemed using an existing Disney+ account with an active subscription to Disney+. Codes are redeemable in the U.S. only. Winner must create a new Disney+ subscription to redeem code; no credit card information will be requested at the time of redemption. The subscription will begin at the time of code redemption. Codes do not expire and can be redeemed indefinitely. Full Terms and Conditions governing Disney+ Premium gift codes may be found at <a href="https://disneyterms.com/usdisneyplusgiftcard">https://disneyterms.com/usdisneyplusgiftcard</a> . ARV: \$160.00 each.

The actual value of 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. Winners will not receive the difference between actual value and ARV, if any. Limit one (1) prize per household. No substitutions or transfers of prizes permitted by winners except at the discretion of the Sponsor; prizes are not redeemable for cash. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable. Each prize winner (or winner's parent or legal guardian if winner is deemed a minor in the iurisdiction in which they reside ("Minor)") acknowledges that the prize is awarded "as is" and that the Released Parties (as defined in Section 5, below) have not made, and are not in any manner responsible or liable for, any representation, guarantee or warranty, express or implied, in law or in fact, relative to the prize, including, but not limited to its quality, condition or fitness for a particular purpose. Each winner (or winner's parent or legal guardian if winner is a Minor) agrees to look to the manufacturer or supplier of the prize, and not the Sponsor or Administrator, for any warranty on the prize or for any damages arising out of acceptance or use of the prize. Total ARV of all prizes: \$16,000.00.

**5. GENERAL RULES:** By entering the Sweepstakes, each entrant (and their parent/legal guardian if entrant is a Minor) accepts and agrees to these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. By entering the Sweepstakes, each entrant, (and their parent/legal guardian if entrant is a Minor) further agrees to release and hold Promotion Parties, X Corp., Meta Platforms Inc., their

respective parents, subsidiaries, affiliates, promotion agencies and agents, and each of their respective directors, officers, employees and assigns (collectively, the "Released Parties"), harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or use or redemption of a prize (if applicable). Acceptance of a prize constitutes the winner's (and their parent's or legal quardian's, if winner is a Minor) permission to the Promotion Parties to use winner's name, prize information, likeness, biographical information (including hometown and state) and photograph for marketing purposes in all media worldwide without limitation or further compensation, notice or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost, misdirected, garbled or late entries, or for technical, hardware or software malfunctions, lost or unavailable network 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 Sweepstakes, or by any human or other error which may occur in the transmission, receipt or processing of any entries in this Sweepstakes, the administration of the Sweepstakes or the announcement of the winners. 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 Sponsor reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Sponsor and Administrator, at the Sponsor's sole discretion. If terminated prior to the stated end date of the Sweepstakes Period, the prizes will be awarded by random drawing from among all eligible, non-suspect entries received as of the date/time of termination. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion offered by Sponsor or in an unsportsmanlike or disruptive manner. In no event will more than one hundred (100) prizes be awarded. If, for any reason, more than one hundred (100) prize notifications are sent, Sponsor reserves the right to award the one hundred (100) intended prizes in a random drawing from among all recipients of such notifications.

6. WAIVER AND DISPUTES: Except where prohibited, each entrant (and their parent/legal guardian if the 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 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-ofpocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) to the extent allowed by applicable law, UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT (AND THEIR PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) 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 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 their parent/legal guardian if the entrant is a Minor) 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. FURTHERMORE, EACH ENTRANT (AND THEIR PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) AND EACH OF THE PROMOTION PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY

## JURY IN RESPECT OF ANY CLAIM OR DISPUTE ARISING FROM OR RELATING TO THE SWEEPSTAKES OR THESE OFFICIAL RULES.

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.

- **7. ENTRANTS' PERSONAL INFORMATION:** Information collected from entrants is subject to the Sponsor's Privacy Policy <a href="https://www.mondelezinternational.com/Privacy-Policy">https://www.mondelezinternational.com/Privacy-Policy</a>.
- **8. WINNERS LIST:** For the names of the winners, please <u>click here</u>. The winners' names will be posted after winner confirmation is complete.
- 9. SPONSOR: Mondelez Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.
- **10. SWEEPSTAKES ADMINISTRATOR:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor or Administrator only, and NOT to Meta Platforms, Inc. or X Corp.

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