

## OREO Chromatica Cookie Hunt

### OFFICIAL RULES

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.**

**OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, District of Columbia and Puerto Rico, 18 YEARS AND OLDER**

**The Sweepstakes is no way sponsored, endorsed, administered by, or associated with Twitter. Twitter is not affiliated with Sponsor in any way.**

**1. TO ENTER:** OREO Chromatica Cookie Hunt (the “Sweepstakes”), sponsored by Mondelēz Global, LLC (“Sponsor”) begins at approximately 10:00 a.m. ET on January 28, 2021 and ends at 10:00 a.m. ET on January 29, 2021 (the “Sweepstakes Period”).

Participation Requirements: You must have a personal, publicly viewable Twitter account to participate in this Sweepstakes. You may not use a corporate or shared account. If you do not have a Twitter account, you may open one for free at Twitter.com. When you join Twitter, you are indicating that you (or your parent or legal guardian if you are deemed a minor in the jurisdiction in which you reside (“Minor”)) have read and agree to accept the terms and privacy policy. **If you use your wireless mobile device to enter, standard message and data rates may apply. Please consult your wireless-service provider regarding its pricing plans prior to entering via your wireless mobile device. None of the “Promotion Parties” (defined below in Rule 3) shall be responsible for any message or data rate charges which may apply.** A wireless mobile device is not required to enter the Sweepstakes.

Entry Requirements: You can receive one (1) entry into the Sweepstakes drawing by taking the following actions

- (a) @OREO will Tweet clues directed to other public Twitter accounts. There will be six (6) clues (one (1) posted each hour for six (6) hours) starting at 10:00 a.m. ET on January 28, 2021 and ending at 3:00 p.m. ET on January 28, 2021.
- (b) Find a Tweet that responds to a clue (each referred to “Response Tweet”).
- (c) Reply to a Response Tweet and include @OREO #ChromaticaCookieHunt #Sweepstakes in your Tweet. This action, when properly executed, will earn you one (1) Sweepstakes “Entry”.
- (d) You must maintain your Twitter handle once you have entered and until the prizes are awarded (as described in Rule 4, below); and
- (e) Your Entry must also comply with the Content Restrictions stated below. Failure to comply with any of the requirements herein will result in disqualification of you and your Entry.

**Limit: Each person can receive up to six (6) Entries during the Sweepstakes Period by finding all six Response Tweets and following the directions to Reply to each.** All Entries must be received during the Sweepstakes Period.

Content Restrictions: There is no requirement to include any content other than the hashtags and @OREO. If you choose to include additional content, your Tweet (collectively referred to as your “Entry”) must be your original work, created only by you. You must have permission to include any reference to any other person in your Entry. If requested, entrant must be able to provide such permission in a form acceptable to Sponsor. Your Entry cannot include any content that is deemed by Sponsor, in its discretion, to: (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, marijuana, 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 trademarks or copyrighted material, logos (except Sponsor's, which are not required to be included) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's, which are not required to be included) 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 posting your Entry you (and your parent or legal guardian, if you are a Minor) warrant and represent that the content included: (a) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (b) does not include reference to any other individuals unless entrant has consent to include these other individuals in his/her entry into the Sweepstakes as described and contemplated by these Official Rules. Furthermore, entrant must comply with any Twitter rules or conditions for using the Twitter platform, including, without limitation, the applicable Terms of Service and Privacy Policy. You (and your parent or legal guardian, if you are a Minor) will indemnify and hold harmless the Promotion Parties, defined below in Rule 3, from and against any claims to the contrary. Any Entry that, in the sole opinion of the Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason, will be disqualified.

POSTED ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANTS AND DO NOT REFLECT THE VIEWS/OPINIONS OF ANY OF THE PROMOTION PARTIES IN ANY MANNER.

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 e-mail or IP addresses, Social Accounts, identities, or any other methods will void that individual's Entry and that individual will be disqualified. In the event of dispute as to the identity or eligibility of a potential winner, the winning Entry will be declared made by the "Authorized Account Holder" of the Social Account used to enter the Sweepstakes based on the applicable Social platform's records.

**2. Sponsor's Use of Comments:** Posting your Entry constitutes entrant's (and his/her parent's or legal guardian's, if entrant is a Minor) consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes without limitation or compensation and without further notice or approval. If requested, entrant (and his/her parent or legal guardian, if entrant is a Minor) will sign any documentation that may be reasonably required for Sponsor to make use of the non-exclusive rights entrant (and his/her parent or legal guardian, if entrant is a Minor) is granting in and to the Entry. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees that the products of such use, if any, shall become the property of Sponsor and/or Sponsor's licensees, and shall be freely assignable by Sponsor and its licensees. Entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby agrees that he/she will not be paid or compensated for any such use of his/her Entry by Sponsor or its designees, and further waives any "Moral Right of Authors" (*Droit Moral*) in the entry.

By posting an Entry, each entrant (and his/her parent or legal guardian, if entrant is a Minor) acknowledges that such Entry is gratuitous, unsolicited, and without restriction, and will not place any of the Promotion Parties under any obligations other than those contained in these Official Rules, and that Sponsor is free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas therein without any compensation to the entrant. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) further acknowledges that the Promotion Parties do not waive any rights to use similar or related ideas previously known to the Promotion Parties, or developed by their respective employees, or obtained from sources other than the entrant. Each entrant (and his/her parent or legal guardian, if entrant

is a Minor) acknowledges that he/she will not instigate, support, maintain, or authorize any action or lawsuit against any of the Promotion Parties on the basis that any use of his/her Entry infringes any of his/her rights as creator of the Entry.

**3. ELIGIBILITY:** The Sweepstakes is open to legal residents of the 50 United States, the District of Columbia (“D.C.”), and Puerto Rico, who are eighteen (18) years of age or older at time of entry. The respective employees, officers and directors of the Sponsor, Merkle Inc. (“Administrator”), Stefani Germanotta, 360i LLC, Weber Shandwick, Inc., HMT Associates, Inc. (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. Void outside the 50 United States, D.C. and PR and where prohibited.

**4. SWEEPSTAKES DRAWING:** Administrator is an independent judging 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 fifty (50) potential prize winners in a random drawing from all eligible entries received during the Sweepstakes Period on or around January 29, 2021. Potential winners will be notified by @OREO on Twitter after the date of the drawing and will be directed to a secure website where they will be required to provide their name, date of birth, valid email address and mailing address within two (2) days of the date notice or attempted notice is sent as a condition of claiming the prize. If a potential winner cannot be contacted, or fails to provide the requested information within the required time period, or if a prize notification or prize is returned as undeliverable, the applicable prize will be forfeited and may be awarded to an alternate winner in a random drawing from among the remaining eligible entries. If necessary, only three (3) alternate drawings will be held, after which the prize will remain un-awarded if it is not claimed. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

Odds of winning a prize will depend on the number of eligible entries received during the Sweepstakes Period. Receiving a prize is contingent upon compliance with these Official Rules. **Limit: one (1) prize per person.**

**5. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): FIFTY (50) Prizes:** One (1) Lady Gaga autographed package of Lady Gaga Themed OREO Cookies. ARV is \$125 per prize. The ARV was estimated as of the date these Official Rules were printed based on then-current secondary market sales of Lady Gaga-autographed items. Actual value may vary at the time the prize is awarded; winner will receive no compensation for the difference in value.

Prizes are non-transferable and no substitution or cash redemption will be allowed except as provided herein or at the Sponsor’s sole discretion. Sponsor may substitute a prize of equal or greater value if the advertised prize becomes unavailable. Prizes will be shipped to each winner’s home mailing address within approximately 8-10 weeks following the conclusion of this Sweepstakes and verification of each winner’s eligibility and compliance with these Official Rules. Total ARV of all prizes is \$6,250.

No more than the stated number of prizes will be awarded for any reason. If the number of prize notifications exceeds the stated number of prizes, the stated number of prizes will be awarded from among all recipients of such notifications.

**6. GENERAL RULES:** All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. By entering Sweepstakes, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of the Administrator. By entering Sweepstakes, entrants, (and their parents/legal guardians if entrants are Minors) further agree to release and hold Promotion Parties, Twitter, Inc., their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents 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 winner’s (and his/her parent’s or legal guardian’s, if winner is a Minor)

permission to the Promotion Parties to use winner's name, likeness (and biographical information) 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, including but not limited to the Twitter platform's equipment or programming, or by any human error which may occur in the transmission, receipt or processing of the Entries in this Sweepstakes, the administration of the Sweepstakes or the announcement of 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 stated end date of the Sweepstakes Period, the prizes will be awarded in a random drawing from among all eligible, non-suspect entries received as of the date/time of termination.

**7. WAIVER AND DISPUTES:** Except where prohibited, each 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 Sweepstakes 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 Sweepstakes, but in no event attorneys' fees; and (3) to the extent allowed by applicable law, **UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT (AND HIS/HER 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 his/her 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, ENTRANT (AND HIS/HER 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.

**8. WINNERS' LIST:** For a winner list, visit <https://bit.ly/3cgNusU>. The winner list will be posted after winner confirmation is complete.

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

**SWEEPSTAKES 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 Sweepstakes must be directed to the Sponsor or Administrator only, and NOT to Twitter.