

OREO 110TH BIRTHDAY PROMOTION

OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO RESIDENTS OF CANADA, 18 YEARS OF AGE AND OLDER ONLY

This Promotion is no way sponsored, endorsed, administered by, or associated with Facebook or Twitter. Facebook and Twitter are not affiliated with Sponsor in any way. Any questions, comments or complaints regarding the Promotion should be directed to the Promotion Sponsor and not to Facebook or Twitter.

This Promotion consists of the chance contest ("Chance Contest"), the skill contest ("Skill Contest"), and the instant win game ("Instant Win Game") described in these Official Rules. Promotion begins at 12:00 am Eastern Time ("ET") on February 21, 2022 and ends at 11:59 pm ET on April 8, 2022 ("Promotion Period"). For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

1. TO ENTER/PLAY: There are two (2) ways to enter/play: A.) Scan a Qualifying Product Package with your Device: During the Promotion Period, you may purchase "specially-marked" packages of Oreo Chocolate Confetti Cake (345g) ("Qualifying Product"). Using your smart phone or other web-enabled device ("Device"), "scan" the Qualifying Product packaging by pointing the camera on your Device at the quick response ("QR") code located on the packaging of each Qualifying Product. **Standard message rates and data charges apply.** Once the code is recognized, follow the instructions to open the mobile web page at www.Oreo110.ca (Promotion "Website"). Follow the links and instructions to select one (1) of the listed Chance Contest wish prizes you would most like to win. Next, complete and submit the registration form, including providing a valid email address. You will receive one (1) Chance Contest entry into the respective prize pool drawing. Then, you may either skip entering the Skill Contest or you may follow the instructions to submit a one hundred (100) word submission explaining the wish ("Wish") you would like granted by the Sponsor (ARV \$10,000 CDN approximate) and why this Wish is important to you ("Submission") to receive one (1) Skill Contest entry. You must also indicate a title for your wish. After either skipping the Skill Contest or submitting a Skill Contest entry, you will receive one (1) Instant Win Game play, and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize.

Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Chance Contest winners will be determined through random processes (see Rule 4, below). Skill Contest winners will be determined through a random process and judging criteria (see Rule 4, below).

B.) Visit Microsite from a Desktop Computer: To enter without purchasing a Qualifying Product or scanning the QR code located on a Qualifying Product, during the Promotion Period, first visit www.Oreo110.ca ("Website"). Once on the Website, follow the links and instructions to select one (1) of the listed Chance Contest wish prizes you would most like to win. Next, complete and

submit the registration form, including providing a valid email address. You will receive one (1) Chance Contest entry into the respective prize pool drawing. Then, you may either skip entering the Skill Contest or you may follow the instructions to submit a one hundred (100) word submission explaining the Wish you would like granted by the Sponsor (ARV \$10,000 CDN) and why this Wish is important to you ("Submission") to receive one (1) Skill Contest entry. You must also indicate a title for your wish. After either skipping the Skill Contest or submitting a Skill Contest entry, you will receive one (1) Instant Win Game play, and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize.

Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Chance Contest winners will be determined through random processes (see Rule 4, below). Skill Contest winners will be determined through a random process and judging criteria (see Rule 4, below).

Wishes that the Sponsor does not have the ability to fulfill include, but are not limited to, naming rights, access to sports drafts, access to any specific college or university, celebrity meet and greets, curing cancer or diseases, trip to the moon, becoming famous, getting dream job, trips to an organization that the sponsor has no partnership with or to other countries. Further, any Wish that Sponsor cannot obtain for ten thousand dollars (\$10,000) or less will not be fulfilled. Any such Wishes referred to in this paragraph shall not be accepted as entry into the Skill Contest.

Limit: One (1) Chance Contest entry and one (1) Instant Win Game play, per day, per email address/person during the Promotion Period, regardless of method of entry; one (1) Skill Contest entry per email address/person during the Promotion Period, regardless of method of entry. Use of any robotic, automatic, programmed, or similar entry method or the use of any means to obtain more than the stated number of Skill Contest entries, Chance Contest entries or Instant Win Game plays will void all entries/plays and result in disqualification. Use of any automated system to participate is prohibited and will result in disqualification. Promotion Parties (as defined in Rule 3, below) are not responsible for lost, late, incomplete, invalid, unintelligible, misdirected or otherwise non-compliant entries or Game plays, all of which will be disqualified. In the event of a dispute as to any entry/Game play, the authorized account holder of the email address used to enter/register will be deemed to be the entrant/player and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

If you choose to enter using a mobile device/scan 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.

Proof of compliance with the above requirements may be required at any time.

2. CONTENT RESTRICTIONS OF YOUR SUBMISSION: Your Submission must be your original work only; you may not have any assistance in creating your Submission. By uploading a Submission, entry must be made in your name only. Your Submission must not, in the opinion of Sponsor: promote or contain references to alcoholic beverages, drugs, firearms/weapons (or the use of any of the foregoing); promote any particular political agenda or message; endorse any hate group; contain material that references any brands, trademarks, trade dress or logos (other than OREO cookies*); contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; violate or infringe another's intellectual

property or other rights; be obscene, hateful, tortious, defamatory, libelous; include any violence or dangerous stunts (or the promotion of same); contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without permission; or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any Submission that it finds unlawful, in violation of these Official Rules, or offensive in any way and therefore not suitable for inclusion in this Skill Contest. *[Note: You are not required to include logos or any references to OREO cookies in your Submission.]

By entering, you (and your parent or legal guardian if you are deemed a minor in the jurisdiction in which you reside ("Minor")) warrant and represent that: (a) your Submission has not received previous awards; (b) your Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) the other participants depicted in the Submission, if any, have given written consent to its entry into the Skill Contest and use as contemplated by these Official Rules; and (d) 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 (and entrant's parent or legal guardian if entrant is a Minor) will indemnify and hold harmless the Promotion Parties (as defined in Rule 3, below) from and against any claims to the contrary.

3. ELIGIBILITY: Promotion is open only to residents of Canada, who are 18 years of age and older at the time of entry except for employees, officers and directors of Mondelez Canada Inc. ("Sponsor"), Merkle Inc. ("Administrator"), The Martin Agency, HMT Associates, Inc., MediaMonks, their 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. Winning a prize is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential Skill Contest winner's eligibility and compliance with these Official Rules. Due to the nature of the Skill Contest prize offered, if a background check reveals that a potential Skill Contest winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.

4. WINNER DETERMINATION: SKILL CONTEST: After the conclusion of the Promotion Period, Administrator will select one thousand (1,000) Submissions in a random drawing from all eligible Submissions received during the Promotion Period. Then, a panel of qualified judges, determined by Sponsor in its sole discretion, will evaluate each of the one thousand (1,000) randomly selected Submissions based on the following Judging Criteria:

- How clearly the essay is written (20%);
- How passionate the entrant is about their Wish as described in the essay (40%);
and
- How meaningful the impact of the granting of the Wish will be on the entrant's life (excluding financial benefits) as described in the essay (40 %).

The three (3) entrants with the highest-scoring Submissions will be deemed potential "Skill Contest Grand Prize Winners" (subject to verification of eligibility and compliance with these Official Rules). In the event of a tie, the entrant(s) whose Submission(s) received the highest score for "how granting the Wish will have a meaningful impact on the entrant's life (excluding financial benefits)", as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner(s) from amongst the tied entrants. Sponsor reserves the right to select fewer than three (3) Skill Contest Grand Prize Winners, if, in its sole discretion, it does not

receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores. Potential winners will be notified by email or phone on or around May 16, 2022. Each potential Skill Contest Grand Prize Winner (or his/her parent/legal guardian if winner is deemed a Minor) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), including consent to a confidential background check which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If the background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If a potential winner cannot be contacted, fails to provide the requested information, within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If a potential winner is disqualified for any reason, the prize may be awarded to the entrant whose Submission received the next-highest score from the judges. Only three (3) such alternate winners may be determined, after which the applicable prize will remain un-awarded.

CHANCE CONTEST: Administrator will select the potential Chance Contest winners in a random drawing from all eligible entries received for each respective prize pool during the Promotion Period through both entry methods combined at 12:00 am ET on April 11, 2022 in Southfield, MI, U.S.A. The potential Chance Contest winners will be notified by the email address used to enter the Promotion. There is a limit of either one (1) Chance Contest prize or one (1) Skill Contest Prize per person (each a "Contest Prize"). For greater certainty, there is a limit of one (1) Contest Prize per person. If a winner of a Chance Contest prize is later selected as a potential Skill Contest prize winner, the winner will have the option to forfeit the Chance Contest prize and claim the Skill Contest prize. In this event, the Chance Contest prize may be awarded to an alternate winner in a random drawing from among all remaining eligible entries.

INSTANT WIN GAME: There will be a total of one hundred forty-four (144) random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated (subject to verification).

Each potential Chance Contest and Instant Win Game winner will be required to correctly answer a time-limited skill testing question without any assistance in order to be eligible to receive the prize. Each potential Chance Contest prize winner (or his/her parent/legal guardian if winner is a Minor) must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within five (5) days of first attempted delivery or potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. Each potential winner of a physical Instant Win Game prize will be required to provide his/her mailing address for prize fulfillment purposes within five (5) days of first attempted delivery of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries/Game plays received. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner in the manner described above, as determined by Sponsor in its sole discretion. In the event that a potential Chance Contest prize winner or a potential winner of an Instant Win Game prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries/Game plays. Unclaimed Instant Win Game prizes valued at \$25 or less will remain unawarded. Prizes will be fulfilled within approximately 12-14 weeks after the conclusion of the Promotion and verification of winners' eligibility and compliance with these Official Rules.

5. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): All Prize ARVs are represented in Canadian dollars (“CDN”).

SKILL CONTEST:

Three (3) Skill Contest Grand Prizes: Sponsor will create a prize that is inspired by the Wish submitted by the grand prize-winning entrant valued at approximately \$10,000 CAD. Sponsor will determine content and details of the prizes in its sole discretion. Sponsor is not obligated to include any particular element in the prize package offered to a potential winner even if the element was specifically requested in the Submission. Potential winners may accept or reject the prize offered; Sponsor will not offer additional or substitute elements of prize package if a winner makes such a request. ARV: \$10,000.00 CAD.

Odds of being selected as one of the one thousand (1,000) Submissions that will be judged depend on the number of eligible Submissions received during the Promotion Period through both entry methods combined.

CHANCE CONTEST:

One (1) OREO branded Speaker Chance Contest Grand Prize: One (1) custom OREO branded speaker. ARV: \$3,000.00 CAD.

One (1) Product Chance Contest Grand Prize: Winner will receive a lifetime supply of OREO Cookies (up to 65 years). Sponsor will award the first year as physical product (i.e. twelve (12) 14.3 oz. packs of OREO Cookies) and the remaining will be awarded in the form of a \$2,952 CAD check to be used towards OREO Cookies. ARV: \$3,000.00 CAD.

One (1) Cash Chance Contest Grand Prize: Winner will receive one (1) \$3,000 CAD check. ARV: \$3,000.00 CAD.

One (1) Travel Voucher Chance Contest Grand Prize: Winner will receive one (1) \$3,000 CAD travel voucher; terms and conditions apply. Sponsor will work with the winner to determine the type of travel voucher based on the winner's travel preference. ARV: \$3,000.00 CAD.

One (1) Entertainment Package Chance Contest Grand Prize: One (1) 70" LED 4K Smart TV, one (1) sound bar, one (1) gaming system, three (3) controllers, one (1) headset, one (1) portable speaker, a \$150 CAD check to be used towards a streaming subscription and \$850 CAD in spending money for the winner only. ARV: \$3,000.00 CAD.

Odds of winning a Chance Contest prize depend on the number of eligible entries received during the Promotion Period through both entry methods combined.

INSTANT WIN GAME:

Forty-eight (48) First Prizes: One (1) OREO t-shirt and assorted OREO product. ARV: \$30.00 CAD.

Forty-eight (48) Second Prizes: One (1) OREO baseball hat and assorted OREO product. ARV: \$30.00 CAD.

Forty-eight (48) Third Prizes: One (1) OREO tumbler and assorted OREO product. ARV: \$25.00 CAD.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays made during the Promotion Period, the timing of such Game plays, and the number of Instant Win Game prizes available at the time each Game play is made.

If Skill Contest or Chance Contest Prize includes trip/tickets/event/activities: Prize will be as determined by Sponsor in its sole discretion and may be subject to availability. Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability. Travel must be round trip. Sponsor will determine airline, transport and flight itinerary in its sole discretion. No refund or compensation will be made. All expenses and incidental travel costs not expressly stated, including but not limited to, other ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, COVID testing (if required), taxes or other expenses are the responsibility solely of winner. It is strongly recommended that the Winner and his/her travel companion purchase medical, accident and baggage insurance. Sponsor is not responsible in this respect. Winner may be required to provide a valid credit card upon check in at hotel (if applicable). The Winner and his/her travel companion must have all necessary documents, including passports and identification to permit travel (if applicable), any documents confirming COVID vaccination/ testing (if applicable), as well as legal status for travel to/from their province or territory of residence, or the Prize may be forfeited. The Sponsor shall have no responsibility for Winner's and/or his/her guest's inability to exit or re-enter their province or territory of residence, and in such event, Sponsor will not provide additional travel or accommodation and the Prize may be forfeited. It is recommended that each Winner and his/her travel companion obtain sufficient insurance prior to departure. In addition, Winner and his/her guest should be aware of and comply with government guidelines regarding travel restrictions and mandatory quarantines before and after travel (if applicable). Please note that any public location where people are present provides an inherent risk of exposure to COVID-19 and related or unrelated viruses, and the Sponsor cannot guarantee that any person will not be exposed during a visit. The Prize is subject to any travel advisories that may be issued by the government of Canada, Ontario, or another province or territory. No Alternative Prizing will be provided if an in-person experience cannot be fulfilled as a result of government restrictions. Unless child or legal ward of winner, travel companion must be eighteen (18) years of age or older (or the age of majority in his/her state of residence if majority age is over 18 ("Minor")) as of the date of departure, and must travel on same itinerary and at the same time as the winner. If winner is a Minor, travel companion must be winner's parent/legal guardian. Travel companion (or winner, if travel companion is winner's Minor child or legal ward) must execute liability/publicity releases prior to issuance of travel documents. Travel related items (valid passports and/or required travel documents) for winner and travel companion are responsibility of the winner/travel companion. Travel/transport/accommodation restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to chosen city, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded in lieu of air transportation. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual value and ARV, if any. If total costs differ from the stated ARV, winner will not be awarded the difference in cash or any form. The Sponsor shall have no responsibility for trip or concert cancellations, alterations, weather delays, weather cancellations or other changes to the trip or concert itinerary (whether having the effect of lengthening or shortening the trip itinerary or modifying in any way the concert) and by accepting the Prize, the winner acknowledges and accepts such risks, and agrees that Sponsor is only responsible for the Prize elements as listed and as per the terms in these Official Rules, and no additional costs or expense that may be incurred by the winner and/or his/her guest as a result of such changes in itinerary or prize. In such case, Sponsor's liability will be limited to awarding the remainder of the prize components,

if applicable. The Sponsor reserves the right to substitute any Prize in whole or in part in the event that Sponsor has concerns relating to COVID-19 and/or related or unrelated viruses, or in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award. Tickets may be subject to concert promoter's/venue's standard rain-check policies and procedures. By accepting prize, winner agrees to abide by any terms, conditions and restrictions provided on the concert tickets or otherwise imposed by the concert promoter/venue. Winner will not be compensated for concert ticket value if s/he chooses to not attend the concert, or cannot attend it for any reason, including but not limited to illness. Winner will not be compensated if s/he misses flight or ground transportation.

Limit one (1) Instant Win Game prize and either one (1) Skill Contest prize or one (1) Chance Contest prize per email address/person. 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 or provide a cash equivalent if an advertised prize (or portion thereof) become unavailable for any reason at its sole discretion, at any time, including in the event that a stated prize or portion thereof is unavailable due to reasons beyond the control of Sponsor. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners agree to look to the manufacturer or service provider 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: \$49,080.00 CAD.

6. USE OF AND RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Skill Contest, entrants (and their parents or legal guardians, if entrants are Minors) hereby grant to the Promotion Parties, and entities affiliated or in privity with Promotion Parties, a non-exclusive, irrevocable, fully paid, universal license to use in any manner they see fit, the Submission submitted to Sponsor and to make derivative works from such Submission, and to copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, alter, 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 (and his/her parent or legal guardian if entrant is a Minor) 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. Promotion Parties have no obligation to entrant, including to make use any of the above-mentioned rights, information, or materials, but may do so and may use/edit such information or materials as permitted herein, in their sole discretion, without further obligation or compensation.

If requested, entrant (or entrant's parent or legal guardian if entrant is a Minor) must sign any documentation that may be required for Sponsor, Administrator and entities affiliated or in privity with the Sponsor or Administrator, to make use of the non-exclusive rights entrant (or entrant's parent or legal guardian if entrant is a Minor) is granting in and to the Submission. By entering, each entrant (or entrant's parent or legal guardian if entrant is a Minor) acknowledges and agrees that entrant will not receive compensation for his/her Submission.

Each entrant (and his/her parent or legal guardian, if entrant is a Minor) releases the Promotion Parties, and each of their respective assignees and licensees, 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 therewith, arising from or in connection with any permissible use of

entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is an eligible Minor) agrees and acknowledges that participation in the Skill Contest, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Skill Contest, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and entrant and does not place the Promotion 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 Promotion Parties and entrant are as set forth in these Official Rules.

Promotion Parties shall assume no liability whatsoever for any situation in which their inability to act results from an event or situation unforeseeable or beyond their control, including but not limited to force majeure, a strike, lockout, or any other labour dispute at their location or the locations of the businesses whose services are used to hold this Promotion.

7. PUBLICITY: Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is a Minor) agreement and consent that Sponsor and its designees may use the winner's name, city, province, likeness, photo, and/or prize information in connection with the Chance Contest for promotional, marketing, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet and social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

8. GENERAL RULES: All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. By entering Promotion, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Administrator. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to hold Promotion Parties, Facebook, Inc., Twitter, Inc., and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of participation in the Promotion or use or redemption of prize (if applicable). Sponsor is released from all liability in connection with the Promotion, including but not limited to travel being cancelled, postponed, or otherwise effected. 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 Promotion, or by any human error, which may occur in the transmission, receipt or processing of the entries in this Promotion. Promotion Parties are further not responsible for: unauthorized human intervention in any part of the entry process or the Promotion generally; incomplete or inaccurate information on Sponsor's website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; electronic or human error which may occur in the administration of the Promotion, or announcement of the winners. If due to a programming or other error, more prizes are claimed than intended to be awarded according to Rule 5, the intended number of prizes will be awarded in a random drawing from among all valid prize claims received. In no event will Sponsor be liable for more than the number of prizes stated in Rule 5. 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, at the Administrator's sole discretion and subject to the approval of the Régie des alcools, des courses et des jeux. If terminated prior to stated end date/time of the Promotion Period, all remaining Chance Contest and Instant Win Game prizes will be awarded in a random drawing from among all non-suspect entries/Game Plays received as of the date/time of termination. If Skill Contest is terminated prior to stated end date/time of the Promotion Period, the winners will be determined from among all eligible, non-suspect entries received prior to the

on the basis of the Judging Criteria. In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the name on the online entry form, provided he/she complies with these Official Rules. All federal, provincial, municipal, territorial, and local laws apply. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws 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 (as well as disqualifying such individual).

9. WAIVER: By entering this Promotion, 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.** 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 this Promotion shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules (whether of the Province of Ontario or any other jurisdiction), which would cause the application of the applicable federal, provincial, and municipal laws of any jurisdiction other than the Province of Ontario. 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.

10. QUEBEC RESIDENTS: For Residents of Quebec Only: Any litigation respecting the conduct or organization of a publicity Promotion may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

11. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/ca/privacy_policy_en.aspx. Please review our Privacy Policy or call 1-855-535-5666 for details on the manner in which we collect, use, disclose, and otherwise manage your personal information.

12. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email.

SPONSOR: Mondelez Canada Inc., 277 Gladstone Avenue, Toronto, ON, M6J 3L9.

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

In the event of any discrepancies between the English language rules and the French language rules, the English disclosures or other statements contained in any Promotion related materials, including, but not limited to: the Promotion entry form, French version of these Rules, and/or point of sale, television, print or online advertising; the terms and conditions of these English rules shall prevail, govern and control.