

NABISCO® HOLIDAY INSTANT WIN GAME
OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY TO ENTER. MAKING A PURCHASE OR SCANNING WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Nabisco® Holiday Instant Win Game ("Promotion") is sponsored by Mondelēz Global LLC ("Sponsor"), 100 Deforest Avenue, East Hanover, NJ 07936 and is administered by Twelve Thirty, LLC ("Administrator").

- 1. PROMOTION PERIOD:** The Promotion begins at or about 12:00 AM (midnight) Eastern Time ("ET") on November 14, 2023 and ends at 11:59:59 PM ET on December 15, 2023 ("Promotion Period"). The Administrator's computer is the Promotion official clock.

- 2. ELIGIBILITY:** This Promotion is open only to residents of the 50 United States and the District of Columbia, or such residents stationed overseas with an address in the 50 United States and the District of Columbia who are: (a) either (i) active-duty US military personnel or veterans, or (ii) family of active-duty US military members or veterans; (b) authorized Commissary and/or Exchange patrons; and (c) 18 years of age and older as of the time of participation. Employees, officers and directors of Sponsor, Administrator, Defense Commissary Agency ("DeCA"), Army & Air Force Exchange Service ("AAFES"), HMT Associates, Inc., and any of their respective owners, parent companies, affiliates, directors, subsidiaries, representatives, advertising, promotion and production agencies or agents (collectively, the "Promotion Entities") as well as the immediate family members (defined as including spouse, biological, adoptive, and/or step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and household members (whether related or not) of any of the above are not eligible to enter or win. Void outside the 50 United States/District of Columbia and where prohibited by law. All federal, state and local laws apply.

Participation constitutes entrant's (and entrant's parent's or legal guardian's if entrant is deemed a minor in the jurisdiction in which entrant resides ["Minor"]) full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of registration. Entrants will not be allowed to change their physical address or e-mail address on a submitted registration. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion more than once per calendar day using multiple e-mail addresses, telephone numbers, multiple identities or any other methods, all of that entrant's Game Plays (as defined in Rule 3, below) will be declared null and void and any prize that he/she might have been entitled to win will not be awarded and will be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PLAY:** During the Promotion Period, eligible entrants must visit NabiscoHoliday.com ("Website") and submit their valid e-mail address. You may access the Website directly, or by using your smart phone or other web-enabled device to scan the QR code found on in-store signage. If you choose to access the Website directly via a mobile

device or by scanning the QR code, **standard message and data rates may apply in accordance with your mobile service plan.** A mobile device is not required to enter. If it is the entrant's first time participating in the Promotion, the entrant must first complete and submit the registration form with all required information, which may include, but may not be limited to, first and complete last name (no initials), telephone number, 50 US/DC-based street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth. After registering (or submitting a valid e-mail address on subsequent days), the entrant must then follow the on-screen instructions to play the Promotion ("Game Play"). After a Game Play, the entrant will receive notification on the Website screen as to whether the entrant is a potential "Instant Winner" ("Notification"). Each entrant who receives a winning Notification will be deemed a potential Instant Winner of a prize, subject to verification of the entrant's eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their discretion. An entrant is not a winner of any prize, even if the Notification should so indicate, unless and until entrant's eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.

The Promotion Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected Game Plays – all of which will be void. Sponsor reserves the right to disqualify any entrant who violates these Official Rules in its sole and absolute discretion.

LIMIT: There is a limit of one (1) Game Play per entrant/person/email address per day during the Promotion Period. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Promotion Period.

4. PRIZES, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

a. Prizes (64): The following prizes are available in the Promotion (each, a "Prize"):

Description	ARV	Quantity	Total ARV
\$25 Commissary Gift Card	\$25	49	\$1,225
\$50 Commissary Gift Card	\$50	10	\$500
\$100 Commissary Gift Card	\$100	5	\$500

No more than sixty-four (64) Prizes will be awarded for any reason. If, due to a technical, production, human or other error, more than sixty-four (64) entrants receive a winning Notification, the sixty-four (64) intended Prizes will be awarded in a random drawing from among all recipients of such Notifications. No other Prizes will be awarded in this Promotion.

b. Total ARV: The total ARV of all available Prizes in the Promotion is \$2,225.

c. Odds of Winning: The odds of winning a Prize depend on the number of eligible Game Plays during the Promotion Period, the number of Prizes available at the time of a Game Play, and when the entrant completes a Game Play.

Prizes will be made available at sixty-four (64) randomly predetermined times throughout the Promotion Period. To be a potential winner of a Prize, an entrant's Game Play must

have occurred at the exact randomly predetermined winning time, or, if a Game Play does not occur at the exact randomly predetermined winning time, it must be the first Game Play to occur after the exact randomly predetermined winning time, as determined by Sponsor and/or Administrator. The number of Prizes available to be won will decrease during the Promotion Period as Prizes are awarded and claimed.

d. General Prize Conditions: There is a limit of one (1) Prize per person. Details of Prizes not described herein will be determined by Sponsor in its sole discretion. Each Commissary Gift Card is subject to the policies, terms and conditions of the issuer, which may be printed thereon.

5. HOW TO CLAIM A PRIZE: Potential winners are subject to verification of eligibility and compliance with these Official Rules. All potential winners may be requested to provide additional documentation for verification purposes within a specified time period. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, fails to timely provide any requested additional documentation, or declines to accept a Prize, the Prize may be forfeited. If a Prize is forfeited for any reason, the Prize will not be awarded.

Prizes will be mailed to each verified winner at the street address located in the 50 US/DC that he/she provided at the time of registration within approximately eight (8) to ten (10) weeks from the end of the Promotion Period, following verification of winners' eligibility.

All winners shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize (or prize component) of equal or greater value in case of unavailability of a Prize (or Prize component) or the occurrence of a *force majeure* event, at Sponsor's sole and absolute discretion. Promotion Entities shall not be held responsible for any delays in awarding any Prize for any reason.

6. LIMITATION OF LIABILITY: By participating in this Promotion entrants (and their parents or legal guardians if entrants are Minors) agree that the Promotion Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and each of their respective officers, directors, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable Game Plays, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, human or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information regardless of cause; or the failure to capture, or loss of, any such information regardless of cause. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no

responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Prize. The Released Parties shall not be responsible or liable for Game Plays that are entered by any automated computer, program, mechanism or device, for any Game Plays in excess of the stated limit or for Game Plays that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Game Plays may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, which may include the selection of the winners from among all eligible, non-suspect Game Plays received prior to such cancellation, termination, modification or suspension. If, for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more Prizes are claimed than are intended to be awarded for any Prize according to these Official Rules, the intended Prizes will be awarded in a random drawing from among all verified prize claims. If Sponsor, in its discretion, elects to alter this Promotion, a notice will be posted at the Website.

By entering the Promotion, each entrant (and entrant's parent or legal guardian if entrant is a Minor) agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably release and hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and/or the entrant's Game Plays, participation or inability to participate in the Promotion, (b) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), if applicable, (c) any change in the prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, pandemic or epidemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (d) any interruptions in, or postponement or cancellation of, the Promotion, (e) human error, (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (g) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (h) negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Promotion, including the Website and Prize components, are provided “as is” without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. The only applicable warranties are those that may be provided by suppliers of any Prize component.

7. **DISPUTES:** Except where prohibited, each entrant (and his/her 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 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 Southern District of New York or the appropriate New York State Court located in New York County, New York; (b) 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 (c) 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 PORTIONS OF 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 Promotion, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Furthermore, entrant (and his/her parent/legal guardian if entrant is a Minor) and each of the Promotion Entities 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 Promotion or these Official Rules.

8. **PRIVACY:** Sponsor’s privacy policy is available at: <https://www.mondelezinternational.com/Privacy-Policy/>.
9. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each entrant (and entrant’s parent or legal guardian if entrant is a Minor) agrees to allow Sponsor and/or Sponsor’s designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including, but not limited to, live television, social media, and the Internet, worldwide, without limitation and without further notice, review, approval, or additional compensation.
10. **GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning Game Play will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider,

online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winners may be required to show proof of being the authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in their opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Promotion. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict between any Promotion details contained in these Official Rules and Promotion details contained in any notifications or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall govern and prevail.

11. WINNERS LIST: The winners list will be posted after winner confirmation is complete, and available for 60 days thereafter. For a list of prize winners, please [click here](#).

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