FUEL YOUR GAME – SOUR PATCH KIDS/TRIDENT VIBES x CRASH™ TEAM RACING NITRO-FUELED IN-GAME CONTENT

Program Terms and Conditions

OPEN TO RESIDENTS OF THE 50 UNITED STATES (AND D.C.), 13 YEARS OF AGE AND OLDER ONLY

PURCHASE OF CRASH™ TEAM RACING-NITRO FUELED GAME (PUBLISHED BY ACTIVISION), INTERNET ACCESS, CRASH BANDICOOT ACCOUNT (FREE TO OBTAIN), ACCEPTANCE OF PRODUCT AND END USER LICENSE AGREEMENTS, AND SONY ENTERTAINMENT NETWORK ACCOUNT (FREE SERVICE), OR XBOX LIVE ACCOUNT (FREE SERVICE), OR NINTENDO ACCOUNT (FREE SERVICE) REQUIRED TO PARTICIPATE IN THE PROGRAM, REDEEM CODE(S) AND USE IN-GAME CONTENT AVAILABLE THROUGH THIS PROGRAM.

1. HOW TO PARTICIPATE: Mondelez Global LLC ("Sponsor") is offering the "Sour Patch Kids/Trident Vibes x Crash™ Team Racing Nitro-Fueled In-Game Content Program" (the "Program"). The Program is subject to these terms and conditions (the "Terms and Conditions"), and by participating, a participant ("Participant") agrees to be bound by these Terms and Conditions. Program begins at 12:00 am ET on August 30, 2019 and ends at 11:59 pm ET on March 31, 2020 (the "Program Period"). During the Program Period, visit a participating retail location and purchase a qualifying, specially-marked (featuring Game, as defined below, logo and "unlock in-game content" messaging) package of Trident Vibes Spearmint Rush, Trident Vibes Peppermint Wave, Trident Vibes Tropical Beat, SOUR PATCH KIDS Original (5oz or 8oz), and/or SOUR PATCH KIDS Watermelon (8oz) to obtain an onpack code printed inside the packaging (each a "Code"). During the Program Period, visit www.tridentcrash.com (if you made a qualifying Trident Vibes purchase) or www.spkcrash.com (if you made a qualifying SOUR PATCH KIDS purchase), (each a "Website"). Click through to be sent to the Crash Bandicoot account page. Login or Register to your Crash Bandicoot account, select the game console platform of your choice, and enter the Code from the above listed qualifying purchase.

If you have selected PS4[™] or Xbox One as your platform of choice, you will automatically receive a pre-determined in-game item (each, a "Program Item"), which will be accessible within your *Crash* [™] *Team Racing Nitro-Fueled* video game (the "Game") within 24 hours as long as you are connected to the internet. Note: you may need to restart your game before you see the Program Item(s), and continued internet connectivity is not required to use the Program Item(s) once unlocked.

If you select Nintendo Switch as your platform of choice, you will receive a Nintendo eShop code for the item. To redeem this code, go to the Nintendo eShop on your Nintendo Switch console and follow the instructions below:

- Step 1: Select "Nintendo eShop" on the HOME Menu to launch the Nintendo eShop.
- Step 2: Select the account you want to use.
- Step 3: Select "Enter Code" on the left side of the screen.
- Step 4: Enter the 16-character Code.
- Step 5: Select "OK" to confirm. The Program Item will begin downloading once the Code is confirmed.

Depending on which product you purchase from the above listed qualifying purchases, the Code will be redeemable for the Program Item(s) as outlined below.

If the Code you enter is from a qualifying Trident Vibes Spearmint Rush purchase or Trident Vibes Peppermint Wave purchase, the Code will be redeemable for one (1) downloadable *Crash™ Team Racing Nitro-Fueled* in-game content - Mint Burst Paint Job.

If the Code you enter is from a qualifying Trident Vibes Tropical Beat purchase, the Code will be redeemable for one (1) downloadable *Crash™ Team Racing Nitro-Fueled* in-game content - Cove Cruiser Kart Body + Tropic Swirl Decal.

If the Code you enter is from a qualifying SOUR PATCH KIDS Original purchase, the Code will be redeemable for one (1) downloadable "Crash™ Team Racing Nitro-Fueled" ingame content - Gummy Grinder Wheels.

If the Code you enter is from a qualifying SOUR PATCH KIDS Watermelon purchase, the Code will be redeemable for one (1) downloadable "Crash™ Team Racing Nitro-Fueled" in-game content - Kids Sticker Pack.

Program Items must be downloaded during the Program Period.

Limit: One (1) of each Program Item per person/per email address. Multiple Participants are not permitted to share the same email address. Any attempt by any Participant to obtain more than one (1) of each Program Item by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Program Item(s) and that Participant may be disqualified. The Program Item(s) will be fulfilled within 24 hours of Code validation. Redeeming Codes for in-game items requires *Crash™ Team Racing Nitro-Fueled* game (sold separately).

- **2. ELIGIBILITY:** Open to residents of the 50 United States (and D.C) who are 13 years of age or older at the time of participation.
- **3. RELEASE:** By participating in this Program, Participant (and their parents/legal guardians) agrees to release and hold harmless Sponsor, HelloWorld, Inc., Tripleclix LLC, HMT Associates, Inc., Activision Publishing, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Program. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM.
- **4. GENERAL CONDITIONS:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of

criminal and civil law, 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. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

- **5. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program.
- **6. PRIVACY POLICY:** Information collected from participants is subject to the Sponsor's Privacy Policy http://www.mondelezinternational.com/privacy-policy.aspx.
- **7. WAIVER:** By participating in this Program, participants (and their parents/legal guardians) 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 LIMITATIONS ON DAMAGES MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with this Program, 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.
- **8. SPONSOR:** Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813. **PROGRAM ADMINISTRATOR:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. Activision Publishing, Inc. is not a sponsor of this Program.

NOTE: ACTIVISION, CRASH, and CRASH TEAM RACING are trademarks of Activision Publishing, Inc. ESRB: E10+ Cartoon Violence, Comic Mischief