

OREO SUPER MARIO SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY. Making a purchase will not increase your chances of winning.

OPEN TO RESIDENTS OF THE 50 UNITED STATES, THE DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 18 YEARS AND OLDER ONLY

The Sweepstakes begins at 10:00 am ET on August 16, 2023 and ends at 11:59 pm ET on August 23, 2023 (the “Sweepstakes Period”). For purposes of this Sweepstakes, a “day” begins at 12:00 am ET and ends at 11:59 pm ET, except for the first day which begins at 10:00 am ET and ends at 11:59 pm ET

1. TO ENTER: During the Sweepstakes Period, visit <https://PPSweeps.OREO.com> (“Website”). On the Website, follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) entry into the Sweepstakes. Sweepstakes winners will be determined through a random drawing (see Rule 3, below).

Limit: One (1) Sweepstakes entry per email address/person per day during the Sweepstakes Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. 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 any additional information provided by entrant is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such entrant and it may result in the forfeiture of any prizes won.

2. ELIGIBILITY: Open to residents of the 50 United States, D.C., and Puerto Rico, 18 years of age or older at the time of entry, except for employees, officers and directors of Mondelēz Global LLC (“Sponsor”), Merkle Inc. (“Administrator”), HMT Associates, Inc., Nintendo of America Inc., Dentsu Inc., VaynerMedia LLC., Weber Shandwick and their respective affiliates, subsidiaries and agencies (collectively “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 persons living in the same household (whether related or not) of any of the above. Void where prohibited.

3. SWEEPSTAKES DRAWING: On or about August 24, 2023, Administrator will conduct a random drawing from among all eligible entries received during the entire Sweepstakes Period, to select the winners, as described in Rule 4, below. The potential winners will be notified via email. Each potential winner will be required to provide his/her mailing address for prize fulfillment purposes within two (2) days of first attempted delivery of prize notification or potential winner forfeits the prize. If a prize notification is returned as undeliverable, or in the event a potential winner does not comply with any other requirements of these Official Rules, his/her prize will be forfeited in its entirety. If a potential winner cannot be contacted or fails to provide any requested information within the required time period, the potential winner forfeits the prize in its entirety. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits their prize or is disqualified for any reason, Sponsor will award the

applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) such alternate drawings will be held, if necessary, after which the prize will remain un-awarded if it is not claimed properly in accordance with these Official Rules.

4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”): Five thousand (5,000) Prizes: Each winner will receive one (1) package of Limited-Edition Princess Peach OREO cookie product. ARV: \$21.00. Odds of winning depend on the number of eligible entries received during the entire Sweepstakes Period.

Total ARV of all prizes: \$105,000.00. Limit: one (1) prize per person. No substitutions or transfers of prize permitted by winner. 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. All prizes are awarded “as is” without warranty of any kind, express or implied, on the part of the Sponsor. No more than the stated number of prizes will be awarded for any reason. If due to a printing, production, human or other error, the number of prize notifications issued exceeds the intended number of prizes, as stated herein, the intended number of prizes will be awarded in a random drawing from among all valid recipients of such notifications. Prizes will be fulfilled within approximately 4 – 6 weeks after the conclusion of the Sweepstakes Period and verification of winners’ eligibility and compliance with these Official Rules.

Nintendo is not a sponsor, co-sponsor or administrator of this sweepstakes.

5. GENERAL RULES: All income taxes resulting from acceptance of a prize are the responsibility of the winners. By accepting a prize, each winner (and winner’s parent/legal guardians if the winner is deemed a minor in the jurisdiction in which s/he resides (“Minor”)) agrees to release and hold Promotion Parties, their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, the “Released Parties”) harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or use/misuse or redemption of a prize (if applicable). Acceptance of a prize also 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, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration, in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

Released Parties are not responsible for lost, late, misdirected, garbled, corrupted 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 the entries in this Sweepstakes, in the administration of the Sweepstakes or in the announcement of the winners. If, in the Sponsor’s opinion, there is any suspected evidence of tampering with any portion of the Sweepstakes, or if technical or other 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, 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. All federal, state and local laws apply.

6. WAIVER AND DISPUTES: Except where prohibited, 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.

7. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.mondelezinternational.com/Privacy-Policy>.

8. SPONSOR: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

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