CANTEEN VENDING PROMO

OFFICIAL RULES

NO PURCHASE NECESSARY

OPEN TO RESIDENTS OF THE 50 U.S. AND D.C., 18 YEARS AND OLDER ONLY

1. HOW TO ENTER: Beginning at 12:00 am ET on September 1, 2015 through 11:59 pm ET on September 30, 2015 (the "Promotion Period") there are two ways to enter: A) Text Message: Enter via text messaging ("SMS") by texting the entry code word "Sour Patch" to the mobile number 59526 (the "Short Code"). Once an entry code word is received, participant will receive four (4) reply messages from an automated system stating whether his/her entry was received. Standard message and data rates may apply. Text STOP to 59526 to stop. Text HELP to 59526 to get help. Consent is not required to buy goods and services. OR B) Twitter: You will need a Twitter account ("Account") to participate. If you don't already have an Account. visit www.twitter.com to create an Account; creating an Account is free. Please note that you must agree to comply with the Twitter Terms of Service (https://twitter.com/tos) in order to create an Account. Then, log-in to your Account, and tweet a photograph ("Photograph") of yourself with OREO, Sour Patch, or Swedish Fish product or a vending machine carrying OREO, Sour Patch or Swedish Fish and include the hashtags #SOURPATCHVENDING and #sweepstakes. Your tweet must contain the hashtags #SOURPATCHVENDING and #sweepstakes in order to qualify as an entry. Retweets will not be accepted. Acceptable formats for the photo are .gif, .png, .tiff, .bmp, and .ipeq. If any individuals other than yourself appear in the photo, you must have the permission of the individuals (or their parent's or legal quardian's permission if individuals are minors) to use their name/image in the Photograph. Proof of such permission may be required at Sponsor's discretion. Uploading any Photograph further constitutes your consent to grant the Sponsor certain rights in and to the Photograph, as described, below. Each Submission entered must meet all Photograph Guidelines (described below) and be different from any entries previously submitted by you. Entry must be made in your name only, regardless of whether others contributed to or appear in the Photograph. Photographs that are lost, late, incomplete, illegible or corrupted are void and will not be accepted. Photographs that are found to be copies of other Photographs previously entered or to contain content plagiarized from other websites and/or publications will be void and will result in disqualification.

Photograph Guidelines: Photographs cannot: (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, 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 or reference trademarks, logos (except Sponsor's) or trade dress owned by others, or advertise or promote any brand or product (except Sponsor's) 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 entering a Photograph you warrant and represent that: (v) it has not been previously published; (w) it has not received previous awards; (x) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property

or other rights of any person or entity; (y) the other participants depicted in the Photographs, if any, have given written consent to its entry into the Contest and use as contemplated by these Official Rules; and (z) publication of the Photographs via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant will indemnify and hold harmless Sponsor from any claims to the contrary. Any Photographs that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason will be disqualified.

<u>Limit:</u> One (1) entry per mobile phone number or Twitter Account per person per day, regardless of the method of entry. Use of any robotic, automatic, programmed or similar entry method or more than one entry per day will void all entries and result in disqualification.

- **2. ELIGIBILITY:** Open to residents of the 50 United States and D.C., 18 years of age or older at the time of entry, except for employees of Mondelēz Global LLC ("Sponsor"), HelloWorld Inc., ("Administrator"), Compass Group USA, Inc., their parents, affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and each of their respective employees, shareholders, directors, officers, agents, members, successors, assigns and members of their immediate family or persons living in the same household. Void where prohibited.
- 3. RANDOM DRAWING: Administrator will randomly select the potential sweepstakes winners from all eligible entries received during the Promotion Period on or around October 5, 2015. Drawings will be conducted by Administrator. Odds of winning any drawing will depend upon the number of eligible entries received during the Promotion Period. Each potential winner that entered by mobile phone will first be contacted by mobile phone. Potential winners that entered by Twitter will receive a Twitter message ("Twitter Message") after the date of the drawing from @CanteenVending to the Account used to enter the Sweepstakes. In order to receive the Twitter Message, the potential winner's "Tweet Privacy" Account setting must be "unchecked." The potential winner will be required to respond to the Twitter Message within twenty-four (24) hours of the date the Twitter Message was posted, with the information requested, or prize will be forfeited. Once this information is collected, the potential winner will receive an email notification from Administrator. The return of any prizes/prize notifications as undeliverable may result in disqualification and an alternate winner may be selected. Failure by a potential winner to provide the requested information may result in the automatic forfeiture of the prize.
- **4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"): Thirty (30) Grand Prizes:** A \$200 gift card to NFL.com that winner can use to buy a customized football jersey. Terms and conditions of gift card apply. Approximate Retail Value: \$200. No substitutions, or cash equivalents permitted by winners. Sponsor reserves the right to substitute a prize of equal or greater value. Limit one prize per person/household. Total ARV for all Prizes: \$6,000.
- **5. GENERAL RULES:** All income taxes resulting from acceptance of prize 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 Administrator, which shall be final in all matters. By accepting prizes, winners (and their parents/legal guardians if winners are minors) agree to hold Promotion Parties, each of their respective affiliates, and each of their respective shareholders, directors, officers, employees, members, agents, successors and assigns (collectively, the 'Released Parties') harmless against any and all claims and liability arising out of use or redemption of prize. Winners assume all liability for any injury or damage caused, or claimed to be caused by participation in this promotion or use or redemption of any prize. Acceptance also constitutes permission to the Promotion Parties to use winners' names, likenesses (and biographical information) for marketing purposes without further compensation

or right of approval, unless prohibited by law. The Released Parties are not responsible for lost or late entries, text messages, or for technical, hardware or software malfunctions, lost or unavailable network, wireless service, cellular tower or other 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 programming of this promotion. 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 sweepstakes in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated, prize will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event of a dispute as to any registration or entry, the authorized account holder of the text-messaging capable device used to register will be deemed to be the entrant. All federal and state laws apply.

- **6. WINNERS' LIST:** For a winner list, visit <u>bit.ly/1anG4Qr</u>. The winner list will be posted after winner confirmation is complete.
- **7. PRIVACY POLICY:** Information collected from entrants is subject to the Sponsor's Privacy Policy http://brands.nabisco.com/MiscContent/privacy policy.aspx.
- 8. DISPUTE RESOLUTION: Entrant agrees that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any prize awarded shall be settled by arbitration administered by the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of the entrant, Administrator, and Sponsor to litigate claims in court and participant, Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court and that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure effective September 15, 2005 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person and that you will not agree to class or collective procedures in arbitration or the joinder of claims in arbitration. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator and Sponsor in connection with the Sweepstakes or any prize, 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.

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