Open Up with Oreo

OFFICIAL RULES

NO PURCHASE NECESSARY

OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C., 18 YEARS AND OLDER ONLY

- 1. TO ENTER: Beginning at 12:00 am ET on March 31, 2016 through 11:59 pm ET on April 14, 2016 (the "Sweepstakes Period"), login to or create your Instagram or Twitter account and post or Tweet a photo of a street sign where you live, including the hashtags #OpenUp2NYC and #Sweepstakes, and tag @Oreo. You will receive one (1) Sweepstakes entry for a valid post or Tweet (herein "Submission"). Limit one (1) entry per person per day regardless of the method of entry. Use of any robotic, automatic, programmed or similar entry method or more than the stated number of entries per day will void all entries and result in disqualification. If you enter using a mobile device, standard data fees may apply. See your wireless provider for pricing plan details.
- 2. SUBMISSION GUIDELINES: Submission 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 uploading a Submission you warrant and represent that: (a) it has not received previous awards; (b) it 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 Sweepstakes 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 will indemnify and hold harmless Sponsor from any claims to the contrary. Any Submission 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. Sponsor is not responsible for late or incomplete entries, which will be disqualified.

Posting or Tweeting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

2. ELIGIBILITY: Open to legal 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"), 360i LLC, HMT Associates, Inc., their affiliates, subsidiaries

and agencies (collectively "Promotion Parties"), and members of their immediate family or persons living in the same household. Void where prohibited.

- **3. SWEEPSTAKES DRAWING:** The Sweepstakes winners will be selected in a random drawing on or about April 15, 2016 from among all eligible entries received. Drawing will be conducted by Administrator. Odds of winning a Grand Prize will depend on the number of eligible entries received during the Sweepstakes Period. The return of any prize notification as undeliverable may result in disqualification, and the applicable prize may be awarded to an alternate winner. Any prize won by a person who is not at least the age of majority will be awarded in the name of the winner's parent/legal guardian.
- 4. PRIZES/APPROXIMATE RETAIL VALUE (ARV): Three (3) Grand Prizes: A trip for four (4) to New York, NY. Trip consists of roundtrip, coach class air travel for four (4) (winner and three (3) guests) from major airport nearest winner's residence to New York, NY on dates in 2016 designated by the Sponsor in its sole discretion; 5 days/4 nights hotel accommodations (single rooms, quadruple occupancy); roundtrip ground transportation between airport/hotel: a tour of New York City; a gift bag; and \$4,800 in spending money for the winner only. ARV: \$10,200. Winner and quests are solely responsible for all expenses not specifically set forth as part of the prize, including but not limited to meals, additional transportation, including transportation to and from departure airport, upgraded room accommodations, ground transfers, hotel gratuities, hotel service charges, including telephone calls, internet access and dry cleaning, incidental expenses, insurance, and room service and mini-bar charges, souvenirs and other incidentals and items of a personal nature. No substitution or transfer of prize permitted by winner. Sponsor reserves the right to substitute a prize of equal or greater value. Winner's guests must be 18 years of age or older, unless winner is the parent/legal guardian of guest. Actual value of trip prize will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. Winner and guests must be available to travel on same itinerary or the prize will be automatically forfeited and awarded to an alternate winner. All travel accommodations and arrangements at Sponsor's discretion. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize of equal or greater value. Total ARV of all prizes: \$30,600.
- 5. GENERAL RULES: All income taxes or other expenses resulting from acceptance of prize, if any, are the responsibility of the winners. Each winner will be notified via Instagram or Twitter by @Oreo after the date of the drawing. If applicable, winner will be required to follow @Oreo on Twitter within two (2) days of the date notice or attempted notice is sent. Each winner (or winner's parent/legal guardian if winner is not at least the age of majority) will be required to complete, sign, and return a Declaration of Compliance, Liability and Publicity Release ("Declaration") within two (2) days of the date message is sent, or prize will be forfeited. If prize notification is returned as undeliverable, or the Declaration is not returned within the required time period, or in the event winner does not comply with any other requirements, the prize will be forfeited in its entirety. By entering Sweepstakes, entrants (and their parents/legal guardians if entrants are not at least the age of majority) accept and agree to these Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters. By accepting the prize, winner (and his/her parent/legal guardian if winner is not at least the age of majority) agrees to hold Promotion Parties, Twitter, Inc., Instagram LLC, their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless against any and all claims and liability arising out of use or redemption of prize. Acceptance also constitutes permission to the Promotion Parties to use winner's name, likeness (and biographical information) for marketing purposes without further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost or late mail, 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 error which may occur in the processing of the entries in

this Sweepstakes. If, in the Sponsor'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 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, prize will be awarded in a random drawing using all non-suspect entries as of the date of termination. In the event a dispute arises as to the identity of a potentially winning online entrant, entries made by internet will be declared made by the name associated with the social account used to enter. All federal and state laws apply.

- **6. WAIVER:** By entering this promotion, participants (and their parents/legal guardians if the entrant is not at least the age of majority) 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 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.
- **7. WINNERS LIST:** For a winners list, visit http://bit.ly/1SSzpTf. The winners list will be posted after winner confirmation is complete.

SPONSOR: Mondelēz Global, LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813. **PROMOTION ADMINISTRATOR:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram.