

SOUR PATCH KIDS SHOCK THE VOTE

OFFICIAL RULES

**NO PURCHASE NECESSARY OR TEXT MESSAGE NECESSARY
MAKING A PURCHASE OR SENDING A TEXT MESSAGE WILL NOT INCREASE YOUR
CHANCES OF WINNING.**

**OPEN TO RESIDENTS OF THE 50 U.S. (D.C.) & PUERTO RICO, 13 YEARS AND OLDER
ONLY**

This promotion ("Promotion") is in no way sponsored, endorsed or administered by, or associated with, Twitter or Facebook. Twitter and Facebook are not affiliated with the Sponsor in any way.

This Promotion consists of both the instant win game ("Instant Win Game") and the sweepstakes ("Sweepstakes") described in these Official Rules. Promotion begins at 12:00 am Eastern Time ("ET") on May 1, 2020 and ends at 11:59 pm ET on August 31, 2020 ("Promotion Period"). For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

1. TO ENTER AND PLAY: There are two ways to enter the Sweepstakes and play the Instant Win Game: A) Text Message: Enter via text messaging ("SMS") by texting either "Red" "Yellow" "Orange" "Green" or "Blue" to 89884 (the "Short Code"). You will receive one (1) Sweepstakes entry for your vote. Your vote will also constitute an Instant Win Game play. You will receive one (1) reply text message from an automated system. The reply message will include your Instant Win Game results. The potential winners will each receive up to two (2) additional text messages from an automated system. **Standard message and data rates may apply.** Text **STOP** to 89884 to stop. Text **HELP** to 89884 to get help. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, https://disclaimer.mondelezinternational.com/privacy_policy.html. To view the Administrator's Mobile Terms and Conditions, <http://www.helloworld.com/terms>. **OR B) Online:** During the Promotion Period, visit <http://www.sourpatchkidsvote.com> (Promotion "Website") and follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, answer the provided poll question by voting for your favorite kid. You automatically will receive one (1) Sweepstakes entry for your vote. Your vote will also constitute an Instant Win Game play, the results of which will be displayed on your screen.

If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Winning messages are subject to verification by Merkle Inc. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 3, below). **Limit:** One (1) Sweepstakes entry and one (1) Instant Win Game play via one (1) of the above entry methods, per day, per email address/person/mobile phone number during the Promotion Period, regardless of method of entry. Use of any robotic, automatic, programmed or similar entry method or the use of any means to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays per day will void all entries/plays and result in disqualification.

BONUS SWEEPSTAKES ENTRIES: After you enter the Promotion via the Online Method (described above), you can earn bonus Sweepstakes entries, as described below.

Facebook Referral: Share a message about the Promotion on your personal, publicly viewable Facebook wall. The wall post will contain a unique link to the Promotion. If an eligible friend subsequently registers through the unique link, you will receive one (1)

bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entries via Facebook shares, per email address/person, per day during the Promotion Period.

Twitter Share: Tweet a message about the Promotion on through your personal, publicly viewable Twitter account. The Tweet will contain a unique link to the Promotion. If a friend subsequently registers through the unique link, you will receive one (1) bonus Sweepstakes entry. Limit: One (1) bonus Sweepstakes entries via Twitter, per email address/person, per day during the Promotion Period.

Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website. If you share the Promotion through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries. You must comply with all terms, conditions and policies of the applicable social media platform when earning bonus entries as described above.

2. ELIGIBILITY: Open to residents of the 50 United States (D.C.) and Puerto Rico 13 years of age or older at the time of entry, except for employees, officers and directors of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), La Comunidad Corporation d/b/a The Community, HMT Associates, Inc., their respective affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of their 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 outside the 50 United States (D.C.), Puerto Rico and where prohibited.

3. WINNER DETERMINATION: SWEEPSTAKES: Administrator will select the potential Sweepstakes Grand Prize winner in a random drawing from all eligible entries received through all entry methods combined during the Promotion Period (including bonus entries) on or around September 2, 2020. The potential winner will be notified by email or text message from an automated system, as applicable depending on method of entry. **INSTANT WIN GAME:** There will be thirty-seven (37) random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated (subject to verification).

The potential Sweepstakes Grand Prize winner (or his/her parent/legal guardian if winner is a minor in his/her state of residence ("Minor")) must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within the stated time period at the time of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. Each potential winner of an Instant Win Game prize (or his/her parent/legal guardian if winner is a Minor) will be required to provide his/her mailing address for prize fulfillment purposes within the stated time period at the time of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner. If a potential winner is a Minor, his/her parent or legal guardian will also be required to execute and return a Declaration, along with winner's mailing address, within the stated time period. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner in the appropriate manner described above. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. If necessary, only three (3) alternate drawings will be held if necessary to award any unclaimed prize, after which the prize will remain un-awarded if it is not claimed in accordance with these Official Rules. Any prize won by a Minor will be awarded in the name of the winner's parent/legal guardian. Instant Win Game Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Promotion and verification of winners' eligibility and compliance with these Official Rules.

4. PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”):

SWEEPSTAKES: One (1) Grand Prize: A trip for two (2) to Miami, Florida. Trip package consists of roundtrip coach class air transportation for two (2) (winner and one (1) guest) from major airport nearest winner's home (determined by Sponsor in its sole discretion) to Miami, Florida; four (4) days and three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); roundtrip ground transportation from destination airport to hotel; an underground graffiti tour experience for two (2) (all details determined by Sponsor); luggage for two (2) (all details determined by Sponsor); \$500 toward the winner's choice of activity (awarded as a check); a gift bag and \$1,000.00 in spending money for winner only. Winner must complete the trip by December 31, 2021 or prize will be forfeited; winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Promotion, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child or legal ward of winner, travel companion must be over the age of majority in his/her state of residence as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion; winner will receive no compensation for the difference in value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. ARV: \$7,500. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual value and ARV, if any.

Odds of winning the Sweepstakes prize depend on the number of eligible entries received during the Promotion Period through all entry methods combined (including bonus entries).

INSTANT WIN GAME: Three (3) First Prizes: A Portable Charger. ARV: \$100.00. **Twenty-five (25) Second Prizes:** An Instant Print Camera. ARV: \$85.00. **Six (6) Third Prizes:** SOUR PATCH Kids Merchandise determined by Sponsor in its sole discretion. ARV: \$45.00. **Three (3) Fourth Prizes:** A Bluetooth Speaker. ARV: \$40.00.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays divided by the number of prize(s) available and on the timing of such Game plays.

Limit one (1) Grand Prize, one (1) First Prize, one (1) Second Prize, one (1) Third Prize, and one (1) Fourth Prize per email address/person. The actual value of electronic prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. No substitutions or transfers of prizes permitted by winners. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) become unavailable. All prizes are awarded “as is” without further warranty of any kind, express or implied, on the part of the Sponsor. Winners (or their

parents/legal guardians of winners are Minors) agree to look to the manufacturer of the prize, and not the Sponsor or Administrator, for any warranty on the prize or for any damages arising out of acceptance or use of the prize. Total ARV of all prizes: \$10,315.

5. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By participating, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of the Administrator, which shall be final in all matters relating to the Promotion. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to hold Twitter, Inc., Facebook, Inc., Promotion Parties, their respective affiliates, directors, officers, shareholders, employees and assigns harmless from and against any and all claims and liability arising out of participation in the Promotion or the use or redemption of prizes (if applicable). Acceptance also constitutes permission to the Promotion Parties to use winners' names, likenesses, and biographical information for marketing purposes in all media worldwide, without limitation or further compensation or right of approval, unless prohibited by law. Promotion Parties are not responsible for lost, late, garbled, damaged, or incomplete Instant Win Game plays or Sweepstakes 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 user 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, administration or execution of this Promotion or the transmission, receipt or processing of entries. If due to a computer programming or other error, more prizes are claimed than intended to be awarded according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all valid prize claims received. In no event will Sponsor be liable for more than the stated number of prizes in Rule 4. 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 Promotion in a manner deemed reasonable by the Administrator, in its sole discretion. If terminated before the stated end date of the Promotion Period, all prizes will be awarded in a random drawing using all non-suspect, eligible entries received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entries will be declared made by the person named on the registration form, provided s/he is eligible to participate in accordance with these Official Rules. All federal and state laws apply.

6. DISPUTE RESOLUTION: Entrant (and his/her parent or legal guardian if entrant is a Minor) agrees that any and all disputes, claims and causes of action arising out of or connected with the Promotion 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 (and his/her parent or legal guardian if participant is a Minor), Administrator, and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. You (and your parent or legal guardian if you are a Minor) 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 (and your parent or legal guardian if you are a Minor) 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 (and your parent or legal guardian if you are a Minor) 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 Promotion 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. The place of arbitration shall be Oakland County, Michigan unless the Arbitrator requires otherwise.

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 Promotion-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern and control.

7. WAIVER: By participating in this Promotion, participants (or their parents/legal guardians if participants are Minors) 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.**

8. PRIVACY POLICY: Information collected from entrants is subject to the Sponsor's Privacy Policy https://disclaimer.mondelezinternational.com/privacy_policy.html

9. WINNERS' LIST: For a list of major prize winners, visit <http://bit.ly/2kINV6W>. The winners list will be posted after winner confirmation is complete.

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

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

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsor or Administrator only, and NOT to Twitter or Facebook.