

CHIPS AHOY! FOLLOW YOUR ART 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, 13 YEARS AND OLDER ONLY

The Sweepstakes is no way sponsored, endorsed, administered by, or associated with Twitter or Instagram. Twitter and Instagram are not affiliated with Mondelēz Global LLC (“Sponsor”) in any way.

1. TO ENTER: The Sweepstakes begins at 12:00 am ET on April 4, 2022 and ends at 11:59 pm ET on June 30, 2022 (the “Sweepstakes Period”).

To participate using the entry methods outlined in 1.a or 1.b, you must have a Twitter or Instagram account (“Social Account”). Your Social Account settings must be set to “unprotected” and/or “public” for your Tweet or post to be viewable by Sponsor and its agents. Creating each Social Account is free but is subject to the applicable terms and conditions (<http://twitter.com/tos>) or (<https://help.instagram.com/478745558852511/>). **Standard message and data rates may apply.** Your account must be a personal account; it may not be a corporate or shared account.

During the Sweepstakes Period, take a photo or video (for entry on Instagram or Twitter), or write a short description (for entry online) that “represents your artistic passion” (“Photo”, “Video” or “Description”, respectively) and post it on your Social Account or upload it online (as applicable) as described below. Then, during the Sweepstakes Period, take the following actions on Instagram, Twitter, or Online to enter the Sweepstakes:

- a. **Instagram:** Take all the following actions: (i) Follow @chipsahoy on Instagram; and (ii) post your Photo or Video and include the hashtags #cafollowyourart and #Sweepstakes within the original Instagram caption and post. **NOTE:** Instagram Stories or posts where the hashtags are in comments, rather than the caption, will not be deemed entries. You will receive one (1) entry into the Sweepstakes.
- b. **Twitter:** Take all the following actions: (i) Follow @ChipsAhoy on Twitter; and (ii) Tweet your Photo or Video and include the hashtags #cafollowyourart and #Sweepstakes within the original Tweet. You will receive one (1) entry into the Sweepstakes.
- c. **Online:** Visit www.cafollowyourart.com (“Website”) and follow the links and instructions to complete the registration form. Then, follow the instructions to type your Description where prompted (not to exceed the word limit noted on the registration form). You will receive one (1) entry into the Sweepstakes.

Hereafter, a valid Photo, Video or Description and any content in it will be referred to as your “Submission.” Your Submission may include other people; however, if any individuals other than yourself appear or are mentioned in the Submission, you must have the written permission of all such individuals to use their names and/or photographs/likenesses in the Submission. Proof of permission may be required as a condition of participation. **No persons who are deemed minors in the jurisdictions in which they reside (“Minors”) may be included in a Submission,**

subject to the following limited exception: A Minor may appear in a Submission, only if he/she is the child or legal ward of the entrant, or is the entrant him/herself. Only the entrant who submitted a winning Submission will receive a prize (subject to verification); others depicted in the Submission will not receive a prize. Each Submission must comply with the Submission Guidelines described in Rule 2, below.

Use of any robotic, automatic, programmed, or similar entry method to enter, or the posting /Tweeting/uploading of more than one (1) Submission per person/email address/Social Account will void all such entries and result in disqualification of the entrant. **If you enter using a mobile device, standard data fees may apply.** See your wireless provider for pricing plan details. A mobile device is not required to participate.

By participating, you (or your parent or legal guardian if you are a Minor) agree to abide by and be bound by these Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this Sweepstakes.

Limit: One (1) entry via entry methods 1.a, 1.b or 1.c per person/email address/Social Account per day during the Sweepstakes Period (regardless of the method of entry), up to a maximum total of ten (10) entries per person/email address/Social Account for the entire Sweepstakes Period.

Donation: For each entry received during the Sweepstakes Period, Sponsor will donate \$1 to the Boys and Girls Clubs of America up to a maximum of \$100,000. See Boys and Girls Clubs of America's website at <https://www.bgca.org/> to learn more about this charity.

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, marijuana, 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 trademarks, logos (except Sponsor's, which are optional) or trade dress owned by others, 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 (and your parent/legal guardian if you are a Minor) 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 or mentioned 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 (and his/her parent/legal guardian if entrant is a Minor) 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 lost, late, incomplete or otherwise non-compliant entries, which will be disqualified. Entries will not be judged.

3. 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"), Momentum Worldwide, HMT Associates, Inc., and 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 and D.C., Puerto Rico, and where prohibited.

4. SWEEPSTAKES DRAWING: On or about July 1, 2022, Administrator will conduct a random drawing from among all eligible entries received during the entire Sweepstakes Period, through all entry methods combined, to select the winners (see Rule 5 for prize description). If a potential winner entered via a Social Account, s/he will be notified via the applicable Social Account by @chipsahoy. If the potential winner entered online, s/he will be notified via email.

Each potential Sweepstakes Grand Prize winner (or his/her parent/legal guardian if winner is a Minor) must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within five (5) days of first attempted delivery of prize notification or potential winner forfeits the prize. Each potential First Prize winner will be required to provide his/her mailing address for prize fulfillment purposes within five (5) days of first attempted delivery of prize notification or potential winner forfeits the prize. If prize notification is returned as undeliverable, or in the event a 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 the completed Declaration or 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 a 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. First 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.

5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): **Twenty (20) Grand Prizes:** Sponsor will create a prize package that is inspired by each winner's Submission/art passion valued at approximately \$1,000.00. Subject to availability, each prize package could be awarded as an in-person experience, virtual experience and/or physical supplies. ARV: \$1,000.00 each. Sponsor will determine content and details of the prizes in its sole discretion. Sponsor is not obligated to include any particular element in the prize package offered to a potential winner even if the element was specifically requested by the winner during the winner confirmation process. Potential winners must either accept or reject the prize offered; Sponsor will not offer additional or substitute elements of prize package if a winner makes such a request. **One hundred (100) First Prizes:** One (1) \$250.00 gift card, terms and conditions apply. Sponsor will determine gift card based on each winner's Submission/art passion. ARV: \$250.00 each.

Total ARV of all prizes: \$45,000.00. Limit: one (1) prize per person. Odds of winning a prize depend on the number of eligible entries received during the entire Sweepstakes Period through all entry methods combined. 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 the advertised prize (or portion thereof) becomes unavailable. Winners will not be compensated for any difference between the stated ARV and the actual value of the prize at the time the prize is awarded. The prize is awarded "as is" without further warranty of any kind, express or implied, on the part of the Sponsor. Winners (and each winner's parent or legal guardian if winner is a Minor) agree to look to the suppliers of the prize components, 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. 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.

6. RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Sweepstakes and included in the prize drawing, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, delete or display such Submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without limitation and without any further right of approval or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) authorizes the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner, they see fit, the Submission submitted to Sponsor and to make derivative works from such Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees that the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees and shall be freely assignable by Sponsor and that the Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above-mentioned rights, information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) releases the Promotion Parties and each of their respective assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity in connection therewith, arising from or in connection with any use of entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Sweepstakes, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Sweepstakes, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and entrant, and does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission, and that the only contracts, express or implied, between the Promotion Parties and entrant (and his/her parent or legal guardian, if entrant is a Minor) are as set forth in these Official Rules. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Submission.

In addition, by participating in the Sweepstakes, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants permission for the Promotion Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without limitation and without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

7. 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 a Minor) agrees to release and hold Promotion Parties, Instagram Inc., Twitter, Inc., their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or use 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.

Promotion 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 non-suspect entries received through all entry methods combined as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant if s/he entered via a Social Account, entries will be declared made by the name associated with the Social Account used to enter provided he/she complies with these Official Rules. In the event a dispute arises as to the identity of a potentially winning entrant if s/he entered online, entries will be declared made by the name on the registration form, provided he/she complies with these Official Rules. All federal, state and local laws apply.

8. 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.

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

10. WINNERS LIST: For the winners' names, visit <https://bit.ly/3zJQYwu>. The winners' names will be posted after winner confirmation is complete.

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

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

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