

THE SCORE NABISCO SNACKS SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR SCAN NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. MAKING A PURCHASE OR SCAN WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Score Nabisco Snacks Sweepstakes ("Sweepstakes") is sponsored by Mondelēz Global LLC ("Sponsor"), 100 Deforest Avenue, East Hanover, NJ 07936 and is administered by Prize Logic, LLC, ("Administrator"), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins on July 6, 2022 at 12:00 AM (midnight) Eastern Time ("ET") and ends on August 31, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes' official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers and directors of Sponsor, Administrator, Phoenix creative, HMT Associates, Inc., NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities") and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies or agents (collectively, the "Sweepstakes Entities") and the immediate family members (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 are not eligible to participate in the Sweepstakes. Void where prohibited by law. All federal, state and local laws apply.

Participation constitutes entrant's (and his/her parent's/legal guardian's if entrant is deemed a minor in the jurisdiction in which s/he resides ("Minor")) full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address.

- 3. HOW TO PARTICIPATE:** During the Sweepstakes Period, eligible entrants must visit www.ScoreNabiscoSnacks.com ("Website") and complete and submit the registration form with all required information, which may include, but may not be limited to, his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and ZIP code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes.

Entry Limit: There is a limit of one (1) entry per person/telephone number/email address per day during the Sweepstakes Period. If more than one (1) entry per day is received from the same person, telephone number and/or e-mail address, the entries may, at the Sponsor's sole discretion, be disqualified. Entrants are prohibited from using more than one (1) e-mail address or multiple identities to gain additional entries. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Sweepstakes, then that entrant, in Sponsor's sole discretion, may not be eligible to win a prize. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period.

NOTE: During the Sweepstakes Period, an entrant may receive a link to the Website by scanning the QR code on select Sweepstakes print advertising. An entrant may center the QR code in the camera and scan the QR code. Once completed, the entrant will receive a link to the Website, and may follow the steps noted above to participate in the Sweepstakes. **An entrant cannot participate solely by scanning the QR code.**

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS SWEEPSTAKES ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDERS' PRICING PLANS. A MOBILE DEVICE IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

4. RANDOM DRAWING: On or about September 1, 2022, Administrator will select one (1) potential grand prize winner, twenty-five (25) potential first prize winners, and twenty-five (25) potential second prize winners in a random drawing from among all eligible entries received during the Sweepstakes Period. Each winner is a potential winner, pending verification of eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator, in their discretion.

5. PRIZES, ODDS OF WINNING, AND APPROXIMATE RETAIL VALUE (“ARV”):

A. Grand Prize (1): The grand prize is a trip to the 2023 2KL Experience (“Grand Prize”). Trip includes round-trip coach class air transportation from a major commercial airport near winner’s residence (as determined by Sponsor in its discretion) to a location within the fifty (50) United States designated by Sponsor in its sole discretion for winner and one (1) adult guest*, three (3) nights hotel standard accommodations (single room/double occupancy), two (2) tickets to the 2KL experience, a meet and greet with Sponsor selected talent (subject to availability), ground transportation between airport and hotel and hotel and 2KL experience, a gift bag for winner and guest, and \$1,730 in spending money (for winner only). *Winner’s guests must be eighteen (18) years of age or older (or the age of majority in the jurisdiction in which s/he resides if the age of majority there is over eighteen (18)). If the winner is a Minor, his/her guest must be his/her parent or legal guardian. If the winner elects to travel or partake in the Grand Prize without a guest, no additional compensation will be awarded to the winner. Trip must be taken on dates specified by Sponsor. Winner and guests must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Winner will not be compensated for any difference between the stated ARV and the actual value of the Grand Prize at the time the Grand Prize is awarded. If winner resides within a 100-mile radius of destination, ground transportation may be provided in lieu of air transportation, and no compensation will be provided for any difference in Grand Prize value. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including but not limited to airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked at least seven (7) days in advance. Guest of winner must sign and return a travel liability release before travel will be booked. Winner (and his/her parent or legal guardian if winner is a Minor) and his or her guest hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of

the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Grand Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Grand Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Grand Prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of the event or any other reason, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner (and his/her parent or legal guardian if winner is a Minor) agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and tickets may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor and the event venue operators reserve the right, at their discretion, to remove or to deny entry to winner and/or his/her guest if either winner or his/her guest violate the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the event. No more than one (1) Grand Prize will be awarded. The ARV of the Grand Prize is \$7,490.

- B. First Prizes (25):** Each first prize includes one (1) basketball video game, one (1) gaming headset, one (1) t-shirt, two (2) pairs of crew socks, one (1) drawstring bag, and one (1) NABISCO product (determined by Sponsor in its sole discretion) (each a "First Prize"). No more than twenty-five (25) First Prizes will be awarded. The ARV of each First Prize is \$206.
- C. Second Prize (25):** Each second prize includes two (2) pairs of crew socks, one (1) t-shirt, one (1) hat, one (1) drawstring bag, one (1) basketball, and NABISCO product (determined by Sponsor in its sole discretion) (each a "Second Prize"). No more than twenty-five (25) Second Prizes will be awarded. The ARV of each Second Prize is \$123.
- D. Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$15,715.
- E. Odds of Winning:** The odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period.
- F. General Prize Restrictions:** There is a limit of one (1) prize per person/household during the Sweepstakes Period. Details of prizes will be determined by Sponsor in its sole discretion. In no event will more than one (1) Grand Prize and twenty-five (25) First Prizes, and twenty-five (25) Second Prizes be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize notifications/prize claims received.

- 6. HOW TO CLAIM A PRIZE:** The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winners via e-mail at the e-mail address provided at the time of registration. The potential Grand Prize winner (and his/her parent or legal guardian if winner is a Minor) be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of first attempted notification or the Grand Prize may be forfeited in its entirety and

awarded to an alternate winner chosen in a random drawing from among the remaining eligible entries, at the Sponsor's sole and absolute discretion. Failure to provide all required information and a signature on the documents within the stated time period may result in forfeiture of a winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner chosen in a random drawing from among the remaining eligible entries, at the Sponsor's sole and absolute discretion. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the respective prize will be forfeited. If a prize is forfeited for any reason, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, prizes will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. Sponsor will issue an IRS Form 1099-MISC to the Grand Prize winner. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize (or portion thereof) of equal or greater value in case of unavailability of the advertised prize (or portion thereof), at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the prizes for any reason.

7. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes entrants (and their parents/legal guardians if entrants are Minors) agree that the Sweepstakes Entities the NBA Entities, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, human or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting or using a prize including but not limited to all travel related thereto. The Released Parties shall not be responsible or

liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable, which may include the selection of the winners from among all eligible, non-suspect Sweepstakes entries received prior to such cancellation, termination, modification or suspension. No more than the number of prizes stated in Rule 5, above, will be awarded. If, due to a human or other error, the number of prize notifications issued for any prize exceed the intended prize quantity, the intended number of such prize will be awarded in a random drawing from among all recipients of such prize notifications.

By entering the Sweepstakes, each entrant (and his/her parent/legal guardian if entrant is a Minor) agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the entrant's Sweepstakes entries, participation or inability to participate in the Sweepstakes, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical, human or printing errors in these Official Rules or any Sweepstakes materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, pandemic or epidemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Sweepstakes entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Sweepstakes and/or its

contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (p) negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Website and prize components, are provided "as is" without warranty of any kind by Sponsor, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. **Some jurisdictions may not allow the limitations or exclusions of liability for implied warranties, so some of the above limitations or exclusions may not apply to you.** Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS (AND ENTRANTS' PARENTS AND LEGAL GUARDIANS IF ENTRANTS ARE MINORS) AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU**
- 9. PRIVACY:** Personal information collected from entrants in this Sweepstakes is subject to Sponsor's privacy policy, available at <http://www.mondelezinternational.com/privacy-policy>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize (if applicable), each entrant (and his/her parent/legal guardian if entrant is a Minor) agrees to allow Sponsor and/or Sponsor's designee and the NBA Entities the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now

known or hereafter discovered including live television, social media and the Internet, worldwide, without further notice, review or approval and without additional compensation except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered or attempted to register more than once per day using multiple e-mail addresses, accounts, multiple identities, proxy servers or like methods, all of that entrant's Sweepstakes entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Sweepstakes entries in excess of the stated limitation, that entrant may, in Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to the identity of a winner, the winning Sweepstakes entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Sweepstakes entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in their opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any notifications or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall govern and prevail.

12. WINNERS LIST: To obtain a list of winners, mail a self-addressed, stamped business-sized envelope to: The Score Nabisco Snacks Sweepstakes - Winners List Request, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received by October 31, 2022, and will be honored after all winners have been verified.

Customer Service inquiries may be made at [Contact Us](#).

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