

NABISCO® FALL FOOTBALL SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER. MAKING A PURCHASE OR SENDING A TEXT MESSAGE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

The Nabisco® Fall Football Sweepstakes ("Sweepstakes") is sponsored by Mondelēz Global LLC ("Sponsor"), 100 Deforest Avenue, East Hanover, NJ 07936 and is administered by Twelve Thirty, LLC ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at or about 12:00 AM (midnight) Eastern Time ("ET") on September 12, 2023 and ends at 11:59:59 PM ET on October 6, 2023 ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to residents of the 50 United States and the District of Columbia, or such residents stationed overseas with an address in the 50 U.S./D.C. who are: (a) active duty U.S. military personnel, veterans, or family of active duty U.S. military members/veterans; (b) authorized Commissary and/or Exchange patrons; and (c) 18 years of age and older as of the time of entry. Employees, officers and directors of Sponsor, Administrator, Defense Commissary Agency ("DeCA"), Army & Air Force Exchange Service ("AAFES"), The Coca-Cola Company, Coca-Cola Bottlers, HMT Associates, Inc., the National Collegiate Athletic Association ("NCAA"), Turner Broadcasting System, Inc. ("Turner"), and CBS Broadcasting, Inc. ("CBS"), and any of their respective owners, parent companies, affiliates, directors, subsidiaries, representatives, advertising, promotion and production agencies or agents (collectively, the "Sweepstakes Entities") as well as the immediate family members (defined as including spouse, biological, adoptive, and/or step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and household members (whether related or not) of any of the above are not eligible to enter or win. Void outside the 50 United States/the District of Columbia and where prohibited by law. All federal, state and local laws apply.

Participation constitutes entrant's (and entrant's parent's or legal guardian's if entrant is deemed a minor in the jurisdiction in which entrant 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. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. 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 registration. Entrants will not be allowed to change their physical address or e-mail address on a submitted registration. If it is discovered or suspected that an entrant has registered or attempted to register for the Sweepstakes more than once per calendar day using multiple e-mail addresses, telephone numbers or multiple identities, all of that entrant's entries will be declared null and void and any prize that he/she might have been entitled to win will not be awarded and will be revoked. Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO ENTER:** During the Sweepstakes Period, there are two (2) ways to enter:

- a. **Text Message:** Using an SMS-enabled mobile device, an entrant must send a text message to the short code "80160" ("Short Code") with the keyword "TAILGATE" ("Keyword"). Once the text message is received, the entrant will be sent one (1) reply text message from an automated system asking the entrant to submit his/her date of birth in the following format: "mmddyyyy". Upon receipt of a valid date of birth and Keyword, an entrant will automatically receive one (1) entry into the Sweepstakes ("Text Message Entry"). The winners will each receive up to two (2) additional text messages from an automated system. Only Text Message Entries to the Short Code with the valid Keyword and date of birth will be accepted as a valid Text Message Entry. See Section 6 ("How to Claim a Prize") regarding how potential winners will be notified. All Text Message Entries must be received by Sponsor or its authorized designee by 11:59:59 PM ET on October 6, 2023. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message by Sponsor or Administrator.

IMPORTANT: Message and data rates may apply for each text message sent or received. Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. A mobile device is not required to enter. Entrants should consult their wireless provider's pricing plans. By texting the Keyword to the Short Code, you (or your parent/legal guardian if you are a Minor) provide to the Sponsor and Administrator express written consent for you to receive text messages using automated technology in response to your entry related to the Sweepstakes. Consent to receive text messages is not required or a condition of any purchase. An entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating "STOP" to the Short Code. If an entrant sends an opt-out text message, he/she will be sent one (1) reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP" to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

- b. **Online Entry:** An eligible entrant may also visit nabiscofallfootball.com ("Website") and, on the first visit to the Website, complete and submit the registration form with all required information, which may include, but may not be limited to, first and complete last name (no initials), phone number, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, email address and date of birth. Upon completion and submission of the registration form, the entrant will receive one (1) entry into the Sweepstakes ("Online Entry"). On subsequent visits to the Website, the entrant need only provide his/her valid email address, i.e., the email address provided upon registration.

Each calendar day thereafter during the Sweepstakes Period, depending on the method of entry, the entrant may either text the Keyword to the Short Code, or return to the Website and enter their valid e-mail address, to receive one (1) additional entry into the Sweepstakes.

The Sweepstakes Entities are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed or misdirected entries – all of which will be void. Sponsor reserves the right to disqualify any entrant who violates these Official Rules in its sole and absolute discretion.

LIMIT: Regardless of method of entry, there is a limit of one (1) entry per person/e-mail address/telephone number per calendar day during the Sweepstakes Period. A "day" is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on each calendar day during the Sweepstakes Period.

4. **RANDOM DRAWING:** On or about October 9, 2023, the Administrator will select one (1) potential Grand Prize winner and eight (8) potential First Prize winners in a random drawing from among all eligible entries received during the Sweepstakes Period through both entry methods combined. Each selected entrant is considered a potential winner pending verification of eligibility and compliance with these Official Rules.
5. **PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**
- a. **Grand Prize (1):** The Grand Prize consists of one (1) \$250 Commissary gift card and one (1) \$250 Exchange gift card. Only one (1) Grand Prize will be awarded. The ARV of the Grand Prize is \$500.
 - b. **First Prizes (8):** Each First Prize consists of one (1) \$50 Commissary gift card and one (1) \$50 Exchange gift card. No more than eight (8) First Prizes will be awarded in the Sweepstakes. The ARV of each First Prize is \$100.
 - c. **Total ARV:** The total ARV of all available prizes in the Sweepstakes is \$1,300.
 - d. **Odds of Winning:** The odds of winning a prize depend upon the total number of eligible entries received during the entire Sweepstakes Period through both entry methods combined..
 - e. **General Prize Conditions:** There is a limit of one (1) prize per person/household. Details of prizes not described herein will be determined by Sponsor in its sole discretion. Each gift card is subject to the policies, terms and conditions of the issuer, which may be printed thereon. If, due to human or other error, the number of prize notifications issued for either prize exceeds the intended number of such prizes, as stated above, the Sponsor will select the winners of the stated number of prizes in a random drawing from among all recipients of such notifications.
6. **HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. Each potential winner who entered via Text Message Entry will be notified via one (1) SMS message from an automated system and must follow the link included in the SMS message notification to submit their valid e-mail address for further notification and winner verification. Each potential winner who entered online will be notified by e-mail with instructions on how to claim their prize. All potential winners may be requested to provide additional documentation for verification purposes within a specified time period. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, fails to timely provide any requested additional documentation, or declines to accept a prize, the prize may 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 non-winning entries, as determined by Sponsor in its sole discretion. If necessary, this process will be repeated up to three (3) times, after which the prize will not be awarded if it remains unclaimed.

Prizes will be mailed to each verified winner at the street address located in the 50 US/DC that s/he provided at the time of registration within approximately eight (8) to ten (10) weeks from the end of the Sweepstakes Period, following verification of winners' eligibility.

All winners shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any prize won. Sponsor will attempt to notify each potential winner as set

forth above, but Sponsor is not responsible for any undelivered text messages or 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. The right to receive a prize is non-assignable, 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 prize component) of equal or greater value in case of unavailability of a prize (or prize component) or the occurrence of a *force majeure* event, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding any prize for any reason.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes entrants (and their parents or legal guardians if entrants are Minors) agree that the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and each of their respective officers, directors, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable entries, text/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 regardless of cause; or the failure to capture, or loss of, any such information regardless of cause. 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. 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 entries received prior to such cancellation, termination, modification or suspension.

By entering the Sweepstakes, each entrant (and entrant's parent or legal guardian if entrant is a Minor) agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) 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/or the entrant's entries, participation or inability to participate in the Sweepstakes, (b) 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), if applicable, (c) 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, (d) any interruptions in, or postponement or cancellation of, the Sweepstakes, (e) human error, (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (g) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (h) 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, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. The only applicable warranties are those that may be provided by suppliers of any prize component.

- 8. DISPUTES:** Except where prohibited, each entrant (and his/her parent/legal guardian if the entrant is a Minor) agrees that: (a) 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 Southern District of New York or the appropriate New York State Court located in New York County, New York; (b) 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 (c) 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. 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 New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. Furthermore, entrant (and his/her parent/legal guardian if entrant is a Minor) and each of the Sweepstakes Entities 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. **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:** All personal information collected in this Sweepstakes may be used in accordance with Sponsor's privacy policy, available at: <https://www.mondelezinternational.com/privacy-policy>.
- 10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a prize, each entrant (and entrant's parent or legal guardian if entrant is a Minor) agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use their 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, but not limited to, live television, social media, and the Internet, worldwide, without limitation and without further notice, review, approval, or additional compensation.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the account associated with the mobile device used to complete the Text Message Entry based on the applicable carrier's records (or e-mail address submitted in the Online Entry based on the applicable provider's records), as applicable. Potential winners may be required to show proof of being the authorized account holder. "Authorized account holder" is the natural person listed as the primary owner of the mobile device and associated mobile telephone number by a mobile telephone carrier (or primary owner of the e-mail address associated with the winning entry). 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 between 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:** The winners list will be posted after winner confirmation is complete, and available for 60 days thereafter. For a list of prize winners, please [click here](#).

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