

SOUR PATCH KIDS MYSTERY INSTANT WIN & SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR TEXT MESSAGE NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO RESIDENTS OF THE 50 U.S., DISTRICT OF COLUMBIA (“D.C.”), AND PUERTO RICO, 13 YEARS OF AGE 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 April 1, 2021 and ends online at 11:59 pm ET on August 15, 2021 ("Promotion Period"). (See Rule 1, below, for mail-In Sweepstakes entry dates.) For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

1. TO ENTER THE SWEEPSTAKES: There are two ways to enter: A) Provide a Guess: Purchase a specially-marked package of the SOUR PATCH Kids Mystery product and taste the product. During the Promotion Period, use a two-way text-messaging capable device and text "MYSTERY" to 89884 to obtain the Promotion URL* or visit www.sourpatchkidsmystery.com ("Website") and follow the links and instructions to complete the registration form and provide your guess as to the flavor of the 2021 SOUR PATCH Kids mystery product. If you provide a correct answer, you will receive one (1) entry into the Sweepstakes. **OR B) Mail In:** To receive your Sweepstakes entry without making a purchase or providing a correct guess, hand print, on a 3" x 5" piece of paper, your name, street address, city, state, ZIP Code, daytime phone number, email address, date-of-birth, and a guess as to the flavor of the 2021 SOUR PATCH Kids mystery product and mail it in a #10 stamped envelope with proper postage affixed to: SOUR PATCH Kids Mystery Instant Win & Sweepstakes – Entry, P.O. Box 5046, Department: 844639, Kalamazoo MI 49003-5046. Mail-in entries must be postmarked by August 16, 2021 and received by August 23, 2021. You will receive one (1) into the Sweepstakes whether your guess is correct or not for each properly submitted and received mail-in entry. Proof of mailing does not constitute proof of receipt.

Limit: One (1) Sweepstakes entry, per email address/person, per day in accordance with these Official Rules regardless of method of entry. Use of any robotic, automatic, programmed or similar entry method to obtain more than the stated number of entries per day will void your entry/entries and result in disqualification. Potential winners are subject to verification before any prize will be awarded.

*If you request the Promotion URL via text messaging, you will receive one (1) text message in response 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. **Please consult the terms and conditions in your individual service plan prior to participating via mobile device.** To view the Administrator's Mobile Terms and Conditions, visit <http://www.helloworld.com/terms>. To view the Sponsor's Mobile Privacy Policy, see https://disclaimer.mondelezinternational.com/privacy_policy.html. [A mobile device is not required to participate.](#)

2. TO PLAY THE INSTANT WIN GAME: No Purchase Necessary. Visit Website and follow the links and instructions to complete and submit the registration form, including providing a valid email address. On subsequent visits, you may simply enter your email address to participate. Then follow the instructions to play the game and you will advance to the Instant Win Game page and receive one (1) Instant Win Game play. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. Prizes are subject to verification by Merkle Inc. Winners will be determined through random processes (see Rule 4, below).

Limit: One (1) Instant Win Game play per email address/person per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations or Instant Win Game plays, all of which will be disqualified.

In the event of a dispute as to any registration, Sweepstakes entry or Instant Win Game play, the authorized account holder of the email address used to register will be deemed to be the entrant or player (as applicable) and he/she must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

3. ELIGIBILITY: Open only 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 of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), HMT Associates, Inc., The David Agency, their respective affiliates, subsidiaries and agencies (collectively "Promotion Parties"), and members of the 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 households (whether related or not) of any of the above. Void outside the 50 United States, D.C., Puerto Rico and where prohibited.

4. WINNER DETERMINATION: SWEEPSTAKES: Administrator will select the potential Sweepstakes Grand Prize winner in a random drawing from all eligible entries received during the Promotion Period through both entry methods combined at 10:00 am ET on August 27, 2021. The potential Sweepstakes Grand Prize winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be one hundred eighty-five (185) 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.

Each potential winner (or his/her parent/legal guardian if winner is deemed a minor in the jurisdiction in which s/he resides ("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 or potential winner forfeits the prize, which may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. If necessary, only three (3) such alternate drawings will be conducted, after which any unclaimed prize will not be awarded. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. In the event

that the potential Sweepstakes Grand Prize winner or a potential winner of an Instant Win Game prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries/Instant Win Game plays, as applicable. Any prize won by a Minor will be awarded in the name of the winner's parent/legal guardian. Unclaimed Instant Win Game prizes valued at \$25 or less will remain unawarded. Instant Win Game prizes and the Sweepstakes Grand Prize will be shipped 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"):

SWEEPSTAKES: One (1) Grand Prize: \$50,000 check payable to winner. ARV: \$50,000.

Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received through both entry methods combined during the Promotion Period.

INSTANT WIN GAME:

Five (5) First Prizes: Each winner will receive one (1) camera. ARV: \$180 each. **Ten (10) Second Prizes:** Each winner will receive one (1) tablet. ARV: \$150 each. **Ten (10) Third Prizes:** Each winner will receive one (1) pair of binoculars. ARV: \$115 each. **Fifty (50) Fourth Prizes:** Each winner will receive one (1) detective pack which includes one (1) portable device finder, one (1) hat and one (1) pair of sunglasses. ARV: \$70 each. **Ten (10) Fifth Prizes:** Each winner will receive one (1) mini drone. ARV: \$60 each. **Fifty (50) Sixth Prizes:** Each winner will receive one (1) web cam cover. ARV: \$15 each. **Fifty (50) Seventh Prizes:** Each winner will receive one (1) pair of sunglasses. ARV: \$8 each.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays, the timing of each Instant Win Game play and the number of prize(s) available at the time of each Instant Win Game play.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person/household. No substitutions or transfers of prizes permitted by winners. Instant Win Game prizes are not redeemable for cash. 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. Winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners 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: \$58,800.

6. PUBLICITY: Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is deemed a Minor) agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, and/or prize information in connection with the Promotion for promotional, marketing, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet and social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

7. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By entering the Promotion, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of 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 release and hold Promotion Parties, Facebook, Twitter, and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, "Released Parties") harmless from and against any and all claims and liability arising out of participation in the Promotion or use or redemption of any prize (if applicable). Released Parties are not responsible for lost, misdirected, garbled, damaged, incomplete, postage-due or late 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 sender 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 of this Promotion or in the transmission, receipt or processing of the entries/Instant Win Game plays. If due to a computer programming or other error, more prizes are claimed than are intended to be awarded in this Promotion according to Rule 5, the intended number of prizes will be awarded in a random drawing from among all valid prize claimants. Released Parties are further not responsible for: unauthorized human intervention in any part of the Sweepstakes entry and/or Instant Win Game play processes, or in the Promotion generally; incomplete or inaccurate information on Sponsor's Website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; electronic or human error which may occur in the administration of the Promotion, or announcement of the winners. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Promotion, or if technical or other 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, at the Administrator's sole discretion. If terminated prior to stated end date/time of the Promotion Period, all remaining prizes will be awarded in a random drawing from among all non-suspect entries/ Instant Win Game Plays received as of the date/time of termination. In the event a dispute arises as to the identity of a potentially winning entrant, entry 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. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law (as well as disqualifying such individual).

8. DISPUTE RESOLUTION: Entrant (and his/her parent/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 (and his/her parent/legal guardian if entrant is a Minor), Administrator, and Sponsor to litigate claims in court and participant (and his/her parent/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/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 Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You (and your parent/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/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 (and his/her parent/legal guardian

if entrant is a Minor), 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.

9. 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.

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.

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

11. WINNERS' LIST: For a list of winners of prizes valued over \$25, visit <https://bit.ly/35n17B6>. The winner 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.