

HALO INFINITE SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

OPEN TO RESIDENTS OF THE 50 UNITED STATES (D.C.) AND PUERTO RICO, 13 YEARS OF AGE AND OLDER ONLY

The Halo Infinite Sweepstakes (the "Sweepstakes") begins at 12:00 am ET on October 15, 2020, ends at 11:59 pm ET on December 31, 2020 (the "Sweepstakes Period"). The Sweepstakes consists of one (1) Grand Prize Entry Period, which coincides with the Sweepstakes Period, as well as seventy-eight (78) daily entry periods (each a "Daily Entry Period"). Each Daily Entry Period begins at 12:00 am ET and ends at 11:59 pm ET on the same calendar day. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's (or entrant's 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 Administrator's (defined below) decisions. Winning a prize is contingent upon fulfilling all requirements set forth herein.

1. TO ENTER: During the Sweepstakes Period, visit Nabiscoxbox.com (the "Website") and follow the onscreen instructions to complete and submit an entry form with all information required to enter the Sweepstakes, including providing your own email address or your parent's/legal guardian's email address if you are a Minor at the time of entry. You automatically will receive one (1) Sweepstakes entry into the Grand Prize Entry Period drawing and one (1) Sweepstakes entry into the applicable Daily Entry Period drawing for your properly completed and submitted entry form when it is received by Sponsor. See Rule 3, below, for details of drawings.

Limit: One (1) Sweepstakes entry (consisting of a Grand Prize drawing entry and a Daily prize drawing entry) per email address/person, per day. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant will be disqualified. Use of any automated, programmed or similar system to participate is prohibited and will result in disqualification.

2. ELIGIBILITY: Sweepstakes is open only to residents of the 50 United States (and D.C.) and Puerto Rico, 13 years of age and older as of the time of entry. Employees, officers and directors of Mondelez Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), HMT Associates, Inc., Tripleclix LLC, Microsoft Corporation, their respective affiliates, subsidiaries and agencies (collectively "Sweepstakes 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., and Puerto Rico and where prohibited.

3. SWEEPSTAKES DRAWINGS: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners, and all other matters related to the Sweepstakes, are final and binding. On or around January 5, 2021, Administrator will select the potential Grand Prize winners in a random

drawing from all eligible entries received during the Sweepstakes Period. On or around the next business day following the applicable Daily Entry Period, Administrator will select the potential First Prize winner for that Daily Entry Period in a random drawing from all eligible, previously non-winning entries received during that Daily Entry Period and each previous Daily Entry Period. Each potential Grand Prize winner (or his/her parent or legal guardian if winner is a Minor), will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release which must be received by Administrator within ten (10) days of first attempted delivery or potential winner forfeits the prize, which may be awarded to an alternate potential winner in a random drawing from among the remaining entries. If a potential First Prize winner is a Minor, his/her parent/legal guardian will be required to sign and return a Prize Consent Form which must be received by Administrator within ten (10) days of first attempted delivery or potential winner forfeits the prize, which may be awarded to an alternate potential winner in a random drawing from among the remaining entries in the applicable drawing pool. The return of any prize/prize notification as undeliverable may result in disqualification, and the prize may be awarded to an alternate potential winner in a random drawing from among the remaining entries in the applicable drawing pool. In the event that a potential winner of a prize is disqualified for any reason, Sponsor may, at its discretion, award the applicable prize to an alternate potential winner in a random drawing from among the remaining entries in the applicable drawing pool. If necessary, only three (3) such alternate drawings will be held, after which the applicable prize will remain un-awarded if it is unclaimed. Prizes will be shipped approximately 8-10 weeks after winner selection and verification.

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

Five (5) Grand Prizes: Each winner will receive an Xbox Series X Console, controller & Halo Infinite game. All details determined by the Sponsor in its sole discretion. ARV: \$559.98 each.

Odds of winning a Grand Prize depend on the number of eligible entries received during the entire Sweepstakes Period.

One hundred thousand (100,000) First Prizes (One thousand two hundred eighty-six (1,286) prizes will be awarded for the first Daily Entry Period (October 15, 2020), and one thousand two hundred eighty-two (1,282) prizes will be awarded for each subsequent Daily Entry Period): Each winner will receive one (1) Halo: The Master Chief Collection. ARV: \$40.00 each.

PLEASE NOTE: Halo: The Master Chief Collection has an ESRB Rating of “MATURE”. As such, Sponsor will require a parent/legal guardian of each potential winner who is a Minor to provide consent to receive the prize or the applicable prize will be forfeited.

Odds of winning a First Prize depend on the number of eligible, previously non-winning entries received during each applicable Daily Entry Period and each previous Daily Entry Period.

The above products and applicable manufacturer’s suggested retail price have not been released to market at the time of the printing of these Official Rules. Therefore, the actual value of the applicable prize may vary from the stated ARV. The actual value of electronic prizes is further 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. Winners will not be compensated for any difference between the stated ARV and the actual value of any prize at the time it is awarded. Prizes are non-transferable or redeemable for cash, and no substitution will be made except as provided herein or at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize (or portion

thereof) for one of equal or greater value if the designated prize (or portion thereof) should become unavailable for any reason. Winners are responsible for any fees associated with prize receipt and/or use. Limit: One (1) Grand Prize and one (1) First Prize per person; however, no household may receive more than five (5) total prizes, regardless of prize level (i.e., Grand or First). Total ARV of all prizes: \$4,002,800.00. Sponsor makes no representations, warranties or guarantees of any kind with respect to the prizes. Prizes are subject to manufacturer's standard warranties and guarantees. Winners (or winners' parents/legal guardians if winners are Minors) agree to look to the manufacturer of the prize, and not the Sponsor or Administrator, for any warranty and/or guarantee applicable to the prize, or for any damages arising out of its acceptance or use. Prizes won by Minors will be awarded to the Minors' parents or legal guardians.

5. PUBLICITY: Acceptance of any prize shall constitute and signify each winner's (or winner's parent's/legal guardian's if winner is 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 Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including but not limited to the Internet and social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

6. GENERAL RULES: All income taxes resulting from acceptance of prizes, if any, are the responsibility of the winners. All winners will be notified by email within approximately two (2) days after the date of the drawings. If prize notification is returned as undeliverable, or in the event winner does not comply with any requirements, his/her prize will be forfeited in its entirety and may be awarded to an alternate winner in a random drawing from among the remaining entries in the applicable drawing pool. By entering Sweepstakes, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Administrator. By participating, each entrant (or entrant's parent/legal guardian if entrant is a Minor) agrees to hold Sweepstakes Parties, and their respective parents, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, the "Released Parties") harmless against any and all claims and liability arising out of participation in the Sweepstakes and/or the use, misuse or redemption of a prize (if applicable). The Released Parties are not responsible for: (i) any incorrect or inaccurate information, whether caused by entrants, printing/production/human errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) unauthorized human intervention in any part of the entry process or the Sweepstakes; (iv) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes. If, in the Administrator'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 Administrator reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated prior to the stated end date of the Sweepstakes Period, all prizes will be awarded in a random drawing using all eligible, non-suspect entries 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 entry form, provided such person complies with these Official Rules.

Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws and, should such an

attempt be made, Sponsor reserves the right to disqualify and seek damages from any such person to the fullest extent permitted by law.

7. DISPUTES: Entrant (or entrant's parent/legal guardian if entrant is a Minor) agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes 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 or the appropriate Michigan state court located in Oakland County, Michigan; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for, and entrant (or entrant's parent/legal guardian if entrant is a Minor) hereby waives, all rights to claim 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 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.

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.

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 winner list, visit <https://bit.ly/3jRsZEm>. The winner list will be posted after winner confirmation is complete.

SPONSOR: Mondelēz Global LLC, 100 Deforest Avenue, East Hanover, NJ 07936.

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

Microsoft is not a sponsor of this Sweepstakes and is not responsible for its execution or administration.

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