

2020 HALO INFINITE OFFER Program Terms and Conditions

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

**MICROSOFT IS NOT A SPONSOR OF THIS PROGRAM AND IS NOT RESPONSIBLE FOR
ITS EXECUTION OR ADMINISTRATION**

1. HOW TO PARTICIPATE: Program begins at 12:00 am ET on October 15, 2020 and ends at 11:59 pm ET on February 28, 2021 (the "Program Period"). Visit a participating retail location and purchase a qualifying, specially-marked package of CHIPS AHOY! Original King Size (3.75oz), CHIPS AHOY! Chunky King Size (4.15oz), Nutter Butter King Size (3.5oz), OREO King Size (4oz) or Double Stuf OREO King Size (4.15oz) to obtain an on-pack code printed on the outside of the packaging, unless otherwise specified below (each a "Code"). Visit www.nabiscoxbox.com ("Website"), and complete and submit the registration form including a valid email address. Depending on the order in which you enter your Code(s), you will receive a pre-determined offer (each an "Offer"), as outlined below.

The first Code you enter, you will receive downloadable "Halo Infinite" content – one (1) MONARCH ARMOR COATING. ARV of Offer: \$5.

The second Code you enter, you will receive downloadable "Halo Infinite" content - one (1) OSCILLATION PLAYER EMBLEM. ARV of Offer: \$2.

The third Code you enter, you will receive downloadable "Halo Infinite" content - one (1) GRANULAR ARMOR COATING. ARV of Offer: \$5.

The fourth Code you enter, you will receive downloadable "Halo Infinite" content - one (1) OSCILLATION ARMOR EMBLEM. ARV of Offer: \$2.

The fifth Code you enter, you will receive downloadable "Halo Infinite" content - one (1) DELTA DIAMOND PLAYER EMBLEM. ARV of Offer: \$2.

Limit: One (1) of each Offer per person/per email address. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) of each Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer(s) and that participant may be disqualified. The Offers will be fulfilled within approximately 24 hours of Code validation. **Offer Items must be downloaded during the Program Period.**

In-Game Content requires internet access and Halo Infinite game (available separately – see www.halowaypoint.com for game release date) and play on Xbox consoles requires Xbox Live Gold (membership sold separately). Redeem by 02/28/21. In Game Content exclusive during the Program Period in United States. Visit www.nabiscoxbox.com for complete offer details and to redeem offer code.

Halo Infinite - ESRB Rating Pending: May contain content inappropriate for children. Visit www.esrb.org for rating information.

2. ELIGIBILITY: Open to residents of the 50 United States, D.C. and Puerto Rico who are 13 years of age or older at the time of participation.

3. RELEASE: By participating in this Program, participant (and his/her parent or legal guardian if participant is deemed a minor in the jurisdiction in which she resides (“Minor”) agrees to release and hold harmless Sponsor, Administrator, Tripleclix LLC, Microsoft Corporation, HMT Associates, Inc., and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action arising out of participation in the Program or the use/misuse of Codes.

4. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions or any other promotion’s rules, or in a disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, 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. Sponsor’s failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

5. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors, human errors, or by any of the equipment or programming associated with or utilized in the Program; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the registration process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of registrations; (5) late, lost, undeliverable, damaged or stolen registrations or Offers; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program.

6. PRIVACY POLICY: Information collected from participants is subject to the Sponsor’s Privacy Policy https://disclaimer.mondelezinternational.com/privacy_policy.html.

7. WAIVER: By participating in this Program, participants (and 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. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of the participant and Sponsor in connection with this Program, 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.

8. SPONSOR: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.
ADMINISTRATOR: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.