

## 2024 OREO LIFTOFF SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE OR SCAN NECESSARY. Making a purchase or scanning will not increase your chances of winning.**

**OPEN ONLY TO RESIDENTS OF THE 50 UNITED STATES (INCLUDING DISTRICT OF COLUMBIA (“D.C.”)) WHO ARE AT LEAST 18 YEARS OLD (OR 19 YEARS OLD IF FROM AL OR NE), AND RESIDENTS OF PUERTO RICO WHO ARE AT LEAST 21 YEARS OLD AT THE TIME OF ENTRY.**

The Sweepstakes begins at 12:00 am Eastern Time (“ET”) on January 23, 2024 and ends at 11:59 pm ET on April 5, 2024 (the “Sweepstakes Period”). For purposes of this Sweepstakes, a “Day” begins at 12:00 am ET and ends at 11:59 pm ET.

**1. TO ENTER:** During the Sweepstakes Period, scan the quick response (“QR”) code located on Sweepstakes-related signage or announcements with your mobile device to reach [liftoff.OREO.com](https://liftoff.OREO.com) and then follow links and instructions to visit the “Promotional Website,” <https://liftoffentry.oreo.com> or, to reach the Promotional Website without scanning, use a computer or mobile device to visit <https://liftoffentry.oreo.com> directly. On the Promotional Website, follow the links and instructions to complete and submit the registration form, including providing a valid email address. You automatically will receive one (1) entry into the Sweepstakes. Sweepstakes winners will be determined through a random drawing (see Rule 3, below). **If you access the Promotional Website via a mobile device, standard message rates and data charges apply.** A mobile device is not required to enter.

**BONUS ENTRIES:** After you enter the Sweepstakes, you will be invited to share the Sweepstakes details on Facebook and X (formally known as Twitter), each, a “Social Share.” For each eligible friend (up to five (5) from each social platform) who uses the unique link included in your Social Share to register for this Sweepstakes during the Sweepstakes Period, you will receive one (1) additional entry into the Sweepstakes.

**Entry Limit:** One (1) Sweepstakes entry per person per Day during the Sweepstakes Period and up to ten (10) Bonus Entries (five (5) from each social platform) per person during the Sweepstakes 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 entries per day by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of an entrant, Sponsor and Administrator will rely on the information submitted by the entrant to register for this Sweepstakes. If any additional information provided by entrant is inconsistent with the information provided at registration, Sponsor and/or Administrator may disqualify such entrant and it may result in the forfeiture of any prize won.

**2. ELIGIBILITY:** Open only to residents of the 50 United States (including D.C.) who are at least 18 years old (or 19 years old if from AL or NE) and residents of Puerto Rico who are at least 21 years old at the time of entry. Employees, officers and directors of Mondelēz Global LLC (“Sponsor”), Merkle Inc. (“Administrator”), HMT Associates, Inc., The Martin Agency, Spark Foundry, a division of Starcom Mediavest Group, Inc., Space Perspective, Inc., Dentsu Inc., VaynerMedia LLC., Weber Shandwick, CAA Sports, LLC, Publicis USA Production Solutions, Inc., d/b/a/ PXP, Bulletproof Inc., and their respective parent companies, 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 persons living in the same household (whether related or not) of any of the above are not eligible to participate or win. Void outside the 50 United States, D.C., and Puerto Rico, and where prohibited.

**3. SWEEPSTAKES DRAWING:** On or about April 8, 2024, Administrator will conduct a random drawing from among all eligible entries received during the entire Sweepstakes Period (including Bonus Entries), to select the potential prize winners, as described in Rule 4, below. The potential winners will be notified via email. The potential Grand Prize and First Prize winners will be required to sign and return a Declaration of Compliance, Liability Waiver, and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date the prize notification or attempted notification is sent (as determined by Administrator), in order to claim the prize. The potential Grand Prize winner will also be required to consent to a confidential background check to confirm that potential Grand Prize winner has not engaged in conduct that could damage the reputation of Sponsor or the Released Parties (as defined in Section 5, below) as determined by Sponsor in its discretion. Each potential Second, Third and Fourth Prize winner will be required to provide his/her mailing address for prize fulfillment purposes within two (2) days of date the prize notification or attempted notification is sent (as determined by Administrator) or potential winner forfeits the prize. If a prize notification is returned as undeliverable, or in the event a potential winner does not comply with any other requirements of these Official Rules, his/her prize will be forfeited in its entirety. If a potential winner cannot be contacted, fails to provide any requested information within the required time period, or if the background check of the potential Grand Prize winner reveals that potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties (as defined in Section 5, below, as determined by Sponsor in its discretion, the potential winner forfeits the prize in its entirety. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner forfeits their prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. If necessary, only three (3) such alternate drawings will be held, after which the prize will remain unawarded if it is unclaimed in accordance with these Official Rules.

#### **4. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

**ONE (1) GRAND PRIZE:** Winner (only) will receive (1) seat for a flight onboard Space Perspective's Spaceship Neptune on a date to be determined by Sponsor based on availability, with an ARV of one hundred twenty-five thousand dollars (\$125,000). ***Space travel has inherent risks. Winner understands and accepts these risks if he or she accepts the Space flight. Space flight reaches a maximum altitude of 100,000 feet.*** Sponsor has been advised by prize provider that flight is tentatively scheduled to take place on a date to be determined in 2025. Winner will receive confirmation of flight date well in advance of such date. It is possible, due to circumstances beyond the Sponsor's control, that the flight could be delayed beyond 2025. By accepting the space flight prize, winner agrees to such potential delay.

In addition, winner will receive the following trip prize package for winner and one guest to visit Cape Canaveral, FL on a date to be determined by Sponsor. This trip will coincide with the dates of the Space Flight. Details of the trip package are: round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Orlando, FL; four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); space center tour for winner and guest; roundtrip ground transportation from destination airport and hotel, roundtrip ground transportation from hotel to the space center venue(s), and roundtrip ground from hotel to space departure location (for winner only), a food and beverage stipend of four hundred fifty dollars (\$450.00) (fulfilled as

a check) and a gift bag for winner only. Sponsor will also provide a check for eighty-eight thousand one hundred dollars (\$88,100.00) (“Tax Gross Up Payment”) that may be used to assist with taxes associated with receipt of this prize. **The Grand Prize winner’s actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner’s tax obligations. The Total ARV of the prize is two hundred twenty thousand three hundred ten dollars (\$220,310.00).

Winner will be required to sign a Contract of Carriage and other documentation provided by Space Perspective as a condition of taking the flight. According to Space Perspective, the experience is designed such that if you are medically fit to board an airplane, you may participate in this experience. Accordingly medical restrictions may apply (for example, winners who are pregnant or have heart conditions may want to confirm with their doctor before accepting the space flight prize). Further, per Space Perspectives own terms and conditions regarding space flight:

**“Flight is not guaranteed and will be subject to conditions of participation, which have not yet been specifically determined and may change from time to time. Conditions under which Space Perspective may cancel [your] right to participate on a Space Perspective flight include but are not limited to, [passenger’s] medical fitness as determined by Space Perspective or its representative(s), limitations or restrictions imposed by any governmental or regulatory authority, or Space Perspective’s determination, in its sole discretion, that [passenger’s] participation presents an unacceptable risk of harm to other [passengers], Space Perspective, or third parties.”**

As noted above, other specific qualifying criteria for space flight that are in development by Space Perspective will be provided to potential winner by Space Perspective in advance of winner’s acceptance of the space flight prize. **Please note: Space flight is not guaranteed to take place. See “Alternate Grand Prize” details below, which apply if flight cannot or does not take place for any of the stated reasons.**

**Alternate Grand Prize:** If: (a) the space trip prize winner is deemed ineligible to take a space trip because s/he does not meet criteria required by Space Perspective for the space trip as determined in Space Perspective’s sole discretion or as determined by winner’s doctor; (b) the space trip component of the Grand Prize cannot otherwise be awarded as advertised due to circumstances beyond the Sponsor’s control, including but not limited to Space Perspective’s failure to timely provide a flight capsule; or (c) the potential winner does not wish to take the space flight for any reason, then the following Alternate Grand Prize will be awarded in lieu of the space flight component of the Grand Prize: A check for in the amount of one hundred twenty five thousand dollars (\$125,000.00) made payable to winner. The remainder of the Grand Prize package, i.e., the trip to Cape Canaveral, FL., will still be awarded in addition to the check. Therefore, the total ARV of the alternate Grand Prize will be two hundred twenty thousand three hundred ten dollars (\$220,310.00), inclusive of the Tax Gross-Up Payment.

**THREE (3) FIRST PRIZES:** A trip for each winner and one (1) guest to Cape Canaveral, FL on a date to be determined by Sponsor, tentatively scheduled for 2025. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner’s home (determined by Sponsor in its sole discretion) to Orlando, FL; three (3) nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); a space center tour for winner and guest; ground transportation to and from destination airport and hotel and roundtrip transportation from hotel to space center venue(s); a gift bag for winner only; and a food and beverage stipend of four hundred fifty dollars (\$450.00), which will be fulfilled as a check. Sponsor

will also provide a check for one thousand seven hundred dollars (\$1,700.00) (Tax Gross Up Payment) that may be used to assist with taxes associated with receipt of this prize. **The First Prize winner's actual tax liabilities related to the First Prize could exceed the Tax Gross-Up Payment. The First Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the First Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations. Winner must complete the trip on sponsor designated dates or prize will be forfeited. ARV: Seven thousand four hundred dollars (\$7,400.00) each.

**TEN (10) SECOND Prizes:** A one hundred thirty-five-dollar (\$135.00) value digital gift card redeemable for a custom star map. ARV: one hundred thirty-five dollars (\$135.00) each. (Use of gift card is subject to all terms, conditions, and policies of the issuer.)

**TWENTY-FIVE (25) THIRD PRIZES:** OREO branded space swag (all details including but not limited to colors and sizes determined by Sponsor). ARV: one hundred eight dollars (\$108.00) each.

**FIFTY (50) FOURTH PRIZES:** One (1) package of OREO Cookies (all details determined by Sponsor). ARV: five dollars (\$5.00) each.

**Limit: one (1) prize per household.**

For Travel Prizes: Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Notwithstanding the foregoing, Sponsor will make reasonable efforts to select travel dates acceptable to winner. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, parking, security fees, taxes or other expenses are the responsibility solely of winner. Winner must have proper identification and a valid credit card for hotel check-in and to cover incidental expenditures. Travel companion must be eighteen (18) years of age or older (nineteen (1) years of age or older if a resident of AL or NE, and twenty-one years of age or older of a resident of Puerto Rico) as of the date of departure and must travel on same itinerary and at the same time as the winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner on trip. All airline tickets are subject to the vagaries of flight variation, work stoppages, and schedule or route changes. Travel restrictions, conditions and limitations may apply. **By traveling and attending event, winner and winner's guest voluntarily assume all risks related to exposure to COVID-19.** Winner and travel companions are responsible for complying with any COVID-19 requirements set forth by airline, rental car vendor, hotels, excursion and event venues or other vendors offering services that are part of the trip prize. Failure to comply with any required COVID-19 requirements, may result in forfeiture of applicable elements of the prize package. Forfeiture of any aspect of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any element of the trip prize is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except in Sponsor's sole discretion. Actual value of any trip

prize may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and ARV of the prize as listed in the rules.

For All Prizes: Odds of winning depend on the number of eligible entries received during the entire Sweepstakes Period (including Bonus Entries). Total ARV of all prizes: \$246,810. No substitutions, transfers or cash redemptions of any prize are permitted by winner except as provided herein or in Sponsor's discretion. Prizes may not be auctioned or offered for sale. Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value if an advertised prize (or portion thereof) becomes unavailable. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. No more than the stated number of prizes will be awarded for any reason. If due to a printing, production, human or other error, the number of prize notifications issued exceeds the intended number of prizes at any prize level, as stated herein, the intended number of prizes at such prize level will be awarded in a random drawing from among all valid recipients of such notifications. Other than trip prizes, prizes will be fulfilled within approximately eight (8) – ten (10) weeks after the conclusion of the Sweepstakes Period and verification of winners' eligibility and compliance with these Official Rules.

**All income taxes resulting from acceptance of a prize are the responsibility of the winner.**

#### **5. GENERAL RULES/ LIMITATION OF LIABILITY/DISCLAIMERS:**

**THE SWEEPSTAKES PARTIES EXPRESSLY DISCLAIM ANY RESPONSIBILITY, AND PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE PROMOTION PARTIES, AND SPACE PERSPECTIVE, THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, AGENTS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND/OR EXECUTION OF THE SWEEPSTAKES (COLLECTIVELY "RELEASED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS AND/OR LIABILITIES FOR INJURY/DEATH, DAMAGE, LOSS TO ANY PERSON OR PROPERTY OR VIOLATION OF PRIVACY RIGHTS HOWEVER NAMED (COLLECTIVELY, "CLAIMS") RELATING TO OR ARISING IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES, OR, WITH RESPECT TO THE GRAND PRIZE WINNER, PARTICIPATION IN ANY PRIZE-RELATED ACTIVITIES, INCLUDING BUT NOT LIMITED TO THE SPACE FLIGHT AND TRAINING THEREFOR (REGARDLESS OF THE CAUSE OF SUCH CLAIM).**

**THE GRAND PRIZE WINNER ACKNOWLEDGES THAT THE PRIZE IS AWARDED "AS IS" AND THAT RELEASED PARTIES HAVE NOT MADE, AND ARE NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR, ANY REPRESENTATION, GUARANTEE OR WARRANTY, EXPRESS OR IMPLIED, IN LAW OR IN FACT, RELATIVE TO THE SPACE CRAFT, SPACE TRAVEL AND ALL OTHER DETAILS OF THE PRIZE, INCLUDING, BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE.**

Acceptance of a prize also constitutes winner's permission to the Promotion Parties to use winner's name, likeness, voice, quotes, comments, biographical information, and/or image (recorded or otherwise) for the purpose of advertising, trade, or promotion without limitation and without further notice, permission, compensation or consideration, in commerce and in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

Released Parties are further not responsible for lost, late, misdirected, garbled, corrupted or late 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 Sweepstakes, or by any human or other error which may occur in the transmission, receipt or processing of the entries in this Sweepstakes, in the administration of the Sweepstakes or in the announcement of the winners. If, in the Sponsor'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 Sponsor reserves the right to modify or terminate the Sweepstakes in a manner deemed reasonable by the Sponsor, at the Sponsor's sole discretion. If terminated prior to stated end date of the Sweepstakes Period, the prizes will be awarded in a random drawing from among all eligible, non-suspect entries received as of the date/time of termination. All federal, state and local laws apply.

**6. WAIVER AND DISPUTES:** Except where prohibited, entrant agrees that: (1) 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 Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) 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 (3) to the extent allowed by applicable law, **UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT 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. 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. **FURTHERMORE, ENTRANT AND EACH OF THE PROMOTION PARTIES 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.**

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.

**7. PRIVACY POLICY:** Information collected from entrants is subject to the Sponsor's Privacy Policy <https://www.mondelezinternational.com/Privacy-Policy>.

**8. SPONSOR:** This Sweepstakes is sponsored solely by Mondelez Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

**9. PROMOTION ADMINISTRATOR:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**10. Winner List:** For a winner list, please click [HERE](#). The winner list will be posted after winner confirmation is complete.

**All trademarks used herein are the property of their respective owners.**