

Lady Gaga x OREO Stan Club Terms & Conditions

NO PURCHASE NECESSARY. Making a purchase will not increase your chances of receiving a Reward (as defined below).

OPEN TO RESIDENTS OF THE 50 UNITED STATES, D.C. AND PUERTO RICO, 18 YEARS OF AGE AND OLDER ONLY

1. HOW TO PARTICIPATE: Program begins at 12:00 p.m. ET on December 2, 2020 and ends at 11:59 p.m. ET on February 15, 2021 or when one thousand (1,000) participants claim the "Reward" (defined below), whichever occurs first (the "Program Period").

During the Program Period, visit www.ladygagaoreostanclub.com and follow the links and instructions to complete the registration form including opting in to receive up to three (3) reminder emails that will notify you when the Lady Gaga content will be live on SingItWithOREO.com as well as drop dates for the Lady Gaga Themed OREO cookies. You may opt out at any time. The first one thousand (1,000) eligible participants (see eligibility requirements in Section 2, below) to opt in will receive one (1) package of Lady Gaga Themed OREO Cookies (the "Reward"). Potential winners will be required to provide their name, home mailing address (P.O. Boxes are not permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the Reward. If a qualifying participant is deemed a minor in the jurisdiction in which s/he resides ("Minor"), the Reward will be shipped to participant's parent or legal guardian. Approximate Retail Value ("ARV") of Reward: \$5.19 each. **Limit: One (1) Reward per participant.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of Rewards by using multiple/different email addresses, identities or any other method will result in disqualification of participant. The Reward will be fulfilled within approximately 5-7 weeks after the conclusion of the Program Period. The total ARV of all Rewards available in this Program is \$5,190.

2. ELIGIBILITY: Open to residents of the 50 United States (and D.C) and Puerto Rico who are 18 years of age or older at the time of participation. Employees of Mondelēz Global, LLC ("Sponsor"), Merkle Inc. ("Administrator"), The Martin Agency, HMT Associates, Inc., MediaMonks, their respective affiliates, subsidiaries and agencies (collectively "Promotion 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 are not eligible to participate in this Program.

3. RELEASE: By participating in this Program, participant (and participant's parent/legal guardian if participant is a Minor) agrees to release and hold harmless Sponsor, Merkle Inc., and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective 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, including but not limited to the receipt or use of a Reward.

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 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 disqualify and 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: (i) any incorrect or inaccurate information, whether caused by participants, printing or human errors or by any of the equipment or programming associated with or utilized in the Program; (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 registration process or the Program; (iv) technical or human error which may occur in the administration of the Program or the processing of registrations and/or notifications; or (v) 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.

All Rewards are provided "as is" without warranties or guarantees of any kind, express or implied, in fact or in law, on the part of the Sponsor.

6. PRIVACY POLICY: Information collected by Sponsor from participants for Program purposes is subject to the Sponsor's Privacy Policy <http://www.mondelezinternational.com/privacy-policy.aspx>.

7. WAIVER: By participating in this Program, participants (and participants' parents/legal guardians if participants are Minors) agree that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Program 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 Program but in no event attorneys' fees; and (iii) under no circumstances will participants be permitted to obtain awards for, and participants (and participants' parents/legal guardians if participants are Minors) hereby waive 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 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.

The invalidity or unenforceability of any provision of these Terms & Conditions 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 Terms & Conditions 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 Program-related materials or notifications and these Terms & Conditions, these Terms & Conditions shall prevail, govern and control.

8. SPONSOR: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

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