

Chips Ahoy! Happiest Birthday Sweepstakes

OFFICIAL RULES

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

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

The Sweepstakes begins at 12:00 am ET on March 13, 2023 and ends at 11:59 pm ET on May 15, 2023 (the “Sweepstakes Period”).

1. TO ENTER: There are three (3) ways to enter:

A.) Scan a Qualifying Product Package with your Device: During the Sweepstakes Period, you may purchase Family Size specially-marked 12 packs of Cookie Chips Ahoy! Mini’s (each, a “Qualifying Product”). Using your smart phone or other web-enabled device (“Device”), “scan” the Qualifying Product packaging by pointing the camera on your Device at the quick response (“QR”) code located on the packaging of each Qualifying Product. **Standard message rates and data charges apply.** Once the code is recognized, follow the instructions to open the mobile web page at <https://www.chipshappiestbirthday.com/>. Then follow the links and instructions to go to the Sweepstakes website at www.chipshappiestbirthday.com/ (“Website”). On the 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 drawing described in Rule 3, below.

B.) Scan the QR code on the “Birthday Display” in Participating Stores with your Device: During the Sweepstakes Period, use your Device to scan the QR code on the in-store Birthday Display related to this Sweepstakes by pointing the camera on your Device at the QR code. Once the code is recognized, follow the instructions to open the mobile web page at <https://www.ChipsHappiestBirthday.com>. Then follow the links and instructions to go to the Website. **Standard message rates and data charges apply.** On the 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 drawing described in Rule 3, below.

C.) Visit Microsite Directly from a Desktop Computer: To enter without purchasing a Qualifying Product or scanning the QR code located on a Qualifying Product or Birthday Display, during the Sweepstakes Period, visit the Website <https://www.ChipsHappiestBirthday.com> and follow the links and instructions to complete the registration form, including providing a valid email address. You will receive one (1) entry into the Sweepstakes drawing described in Rule 3, below.

Limit: One (1) Sweepstakes entry per email address/person per day during the Sweepstakes Period, regardless of the method used to enter. 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, the authorized account holder of the email address used to register will be deemed to be the entrant 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.

2. ELIGIBILITY: Open 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, officers and directors of Mondelēz Global LLC (“Sponsor”), Merkle Inc. (“Administrator”), HMT Associates, Inc., Digitas, Vayner Media and 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. Void outside the 50 United States and D.C., Puerto Rico, and where prohibited.

3. SWEEPSTAKES DRAWING: On or about May 16, 2023, Administrator will conduct a random drawing from among all eligible entries received through all entry methods combined during the entire Sweepstakes Period, to select the winners of the prizes described in Rule 4, below. The potential winners will be notified via email.

Each potential Sweepstakes Grand Prize 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 three (3) days of first attempted delivery of prize notification or potential winner forfeits the prize. Each potential First Prize winner will be required to provide his/her mailing address for prize fulfillment purposes within three (3) days of first attempted delivery of prize notification or potential winner forfeits the prize. If a prize notification is returned as undeliverable, or in the event a 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, 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 a 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. Only three (3) such alternate drawings will be held, if necessary, after which the prize will remain un-awarded if it is not claimed properly in accordance with these Official Rules.

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

Two (2) Grand Prizes: three (3)-day/two (2)-night trip for five (5), (winner and four (4) guests) to Miami, FL for a private boat experience. Trip to take place on June 23rd- June 25th, 2023 (“Sponsor Designated dates”). Trip consists of roundtrip coach class air travel for five (winner and four (4) guests) from a major airport nearest the winner's residence (as determined by Sponsor) to Miami, FL on Sponsor Designated dates in 2023; 3-day/2-night hotel accommodations (two (2) rooms - one double occupancy and one quad occupancy); roundtrip ground transportation between airport/hotel and hotel/boat experience; 3-hour boat experience for winner and four (4) guests on June 24th, 2023; gift bag (contents determined by Sponsor in its sole discretion) and \$3,200.00 in spending money for the winner only. 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 this Sweepstakes, 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, additional ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child or legal ward of winner, travel companions must be eighteen (18) years of age or older (or the age of majority in the jurisdictions in which they reside if majority age is greater than 18) as of the date of departure. If a winner is a Minor, at least one (1) travel companion must be winner's parent/legal guardian. Travel companions must execute liability/publicity releases prior to issuance of travel documents as a condition of accompanying winner on trip. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to Miami, FL, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. No compensation will be awarded for the difference in value. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any event is delayed, postponed or cancelled for any reason, in which case that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$13,858.00 per Grand Prize. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value (if any).

Three hundred (300) First Prizes: Each winner will receive one (1) hoodie; one (1) disposable camera; one (1) Bluetooth speaker; one (1) set of birthday candles; one (1) set of cookie shaped confetti and one (1) Chips Ahoy! Cookie pack. ARV: \$60.00 each.

Total ARV of all prizes: \$45,716.00. Limit: one (1) prize per person. Odds of winning a prize depend on the number of eligible entries received through all entry methods combined during the entire Sweepstakes Period. No substitutions or transfers of prize permitted by winner. 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. Winners (and each winner's parent or legal guardian if winner is a Minor) agree to look to the suppliers of the prize components, 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. 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 as stated herein, the intended number of prizes will be awarded in a random drawing from among all valid recipients of such notifications. Prizes will be fulfilled within approximately 8 – 10 weeks after the conclusion of the Promotion Period and verification of winners' eligibility and compliance with these Official Rules.

5. GENERAL RULES: All income taxes resulting from acceptance of a prize are the responsibility of the winners. By accepting a prize, each winner (and winner's parent/legal guardians if the winner is a Minor) agrees to release and hold Promotion Parties, their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, the "Released Parties") harmless from and against any and all claims and liability arising out of participation in the Sweepstakes or use/misuse or redemption of a prize (if applicable). Acceptance of a prize also constitutes winner's (and his/her parent's or legal guardian's, if winner is a Minor) permission to the Promotion Parties to use winner's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without further notice, permission, compensation or consideration, in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

Released Parties are 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. In the event a dispute arises as to the identity of a potentially winning, entries 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.

6. WAIVER AND DISPUTES: Except where prohibited, entrant (and his/her parent/legal guardian if the entrant is a Minor) 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 (AND HIS/HER PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) 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 his/her parent/legal guardian if the entrant is a Minor) 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 HIS/HER PARENT/LEGAL GUARDIAN IF ENTRANT IS A MINOR) 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. WINNERS LIST: For the winners' names, click [here](#). The winners' names will be posted after winner confirmation is complete, and will be available until approximately June,16, 2023.

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

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