

SOUR PATCH KIDS CRINGE OR CANDY

OFFICIAL RULES

NO PURCHASE NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

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

This promotion ("Promotion") is in no way sponsored, endorsed, or administered by, or associated with, X (formally known as Twitter), Instagram, Facebook, Pinterest, or TikTok (collectively Social Platforms). None of these Social Platforms are not affiliated with the Sponsor in any way.

This Promotion consists of both the instant win game ("Instant Win Game") and the sweepstakes ("Sweepstakes") described in these Official Rules. Promotion begins at 12:00 am Eastern Time ("ET") on October 17, 2023 and ends at 11:59 pm ET on October 31, 2023 ("Promotion Period"). For purposes of this Promotion, each "day" begins at 12:00 am ET and ends at 11:59 pm ET.

1. TO ENTER AND PLAY: During the Promotion Period, first visit www.SPKcringeorcandy.com ("Website"). Once on the Website, follow the links and instructions to complete and submit the registration form, including providing a valid email address. On subsequent visits, you need only enter your email address. You automatically will receive one (1) Sweepstakes entry for registering or logging in. To play the Instant Win Game (optional), upload one (1) photo of **yourself*** during your "cringe" years ("Submission"). A photo of your "cringe" years is defined for purposes of this Promotion as any photo of you that you find embarrassing, contains no other people, and adheres to the submission guidelines below. On each subsequent visit, you must also upload a photo of **yourself**. * You may upload the same photo or a different photo. **Sponsor may post your submitted photo online and elsewhere for public viewing.** You automatically will receive one (1) Instant Win Game play. Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game and Sweepstakes winners will be determined through random processes (see Rule 4, below).

***Your Submission must not include other people.** Each Submission must comply with the Submission Guidelines described in Rule 2, below. **Do not submit any other person's photo.** Failure to comply will result in disqualification from the Promotion.

Limit: One (1) Sweepstakes entry per day, per email address/person during the Promotion Period for registering or logging in and one (1) Instant Win Game play per day, per email address/person during the Promotion Period for uploading a photo. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined in Rule 7, below) are not responsible for lost, late, damaged, illegible, incomplete, garbled, invalid, unintelligible, misdirected or otherwise non-compliant entries or Game plays, all of which will be disqualified. 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 Promotion. 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 prizes won.

If you enter using a mobile device, standard data fees may apply. See your wireless provider for pricing plan details. A mobile device is not required to participate.

By participating, you (or your parent or legal guardian if you are deemed a Minor in the jurisdiction in which you reside ["Minor"]) agree to abide by and be bound by these Official Rules and the decisions of the Administrator, which shall be final in all matters relating to this Promotion.

2. SUBMISSION GUIDELINES: Submission cannot: (a) be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, marijuana, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) be obscene or offensive, endorse any form of hate or hate group; (d) contain trademarks, logos (except Sponsor's, which are optional) or trade dress owned by others, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; (e) contain copyrighted materials owned by others without permission; and (f) contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead. By uploading a Submission you (and your parent/legal guardian if you are a Minor) warrant and represent that: (a) the photo in the Submission is of yourself; (b) Submission has not received previous awards; (c) Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; and (d) publication of the Submission via various media including but not limited to Web posting and posting in social media, will not infringe on the rights of any third party. Entrant (and his/her parent/legal guardian if entrant is a Minor) will indemnify and hold harmless Sponsor from any claims to the contrary. Any Submission that, in the sole opinion of Sponsor, is deemed to be inappropriate for publication or inclusion in the Sweepstakes for any reason will be disqualified. Entries will not be judged.

3. ELIGIBILITY: Open only 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., David Agency, Vayner Media, Denstu Inc, Ketchum Inc, Hogarth Worldwide, their respective 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. Void where prohibited.

4. WINNER DETERMINATION AND PRIZE CLAIM: SWEEPSTAKES: Administrator will select the potential Sweepstakes winner in a random drawing from all eligible entries received during the Promotion Period on or around November 1, 2023. The potential Sweepstakes winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be a total of 200 random, computer-generated winning times during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated (subject to verification).

The potential Grand Prize winner (or his/her parent/legal guardian if winner is a Minor) must execute and return a Declaration of Compliance, Liability Release and, where permitted by law, Publicity Release (collectively "Declaration") within five (5) days of first attempted delivery or the potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries/Game plays. Each potential winner of an Instant Win Game prize will be required to provide his/her mailing address for prize fulfillment purposes within five (5) days of first attempted delivery of prize notification or potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries/Game plays received. The return of any prize/prize notification as undeliverable may result in disqualification and the prize may be awarded to an alternate winner

in the manner described above, as determined by Sponsor in its sole discretion. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries/Game plays. If necessary, this process will be repeated up to three (3) times, after which the prize will not be awarded if it remains unclaimed. Instant Win Game prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Promotion and verification of winners' eligibility and compliance with these Official Rules. All prizes will be awarded provided they are claimed properly in accordance with these Official Rules.

5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

SWEEPSTAKES:

One (1) Grand Prize: A \$5,000.00 check, one (1) \$25 value Sour Patch Kids digital product/merch discount code*, one (1) poster and one (1) 9.7 oz. bag of Sour Patch Kids & Swedish Fish Halloween Treat Size Variety Candy. ARV: \$5,074.00.

Ten (10) First Prizes: One (1) \$25 value Sour Patch Kids digital product/merch discount code*, one (1) poster and one (1) 9.7 oz. bag of Sour Patch Kids & Swedish Fish Halloween Treat Size Variety Candy. ARV: \$74.00.

Odds of winning a Sweepstakes prize depend on the number of eligible entries received during the Promotion Period.

** One-time use Code, redeemable at sourpatchkids.com. Does not apply to shipping charges or taxes. Additional conditions/restrictions applicable to Codes will be made available with Code.*

INSTANT WIN GAME: Two hundred (200) Second Prizes: One (1) 9.7 oz. bag of Sour Patch Kids & Swedish Fish Halloween Treat Size Variety Candy. ARV: \$4.00 each. Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays made during the Promotion Period, the timing of such Game plays, and the number of Instant Win Game prizes available at the time each Game play is made.

The actual value of prizes is 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. Winner will not receive difference between actual value and ARV, if any. Prize details are determined by Sponsor in its sole discretion. Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize, per email address/person. No substitutions or transfers of prizes permitted by winners except at the discretion of the Sponsor; prizes are not redeemable for cash. 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. Total ARV of all prizes: \$6,614.

6. RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Sweepstakes and included in the prize drawing, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants to the Sponsor a non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, delete or display such Submission, or any portion thereof, in any media now known or hereafter devised including, but not limited to, all forms of television and all forms of internet and wireless protocol without limitation and without any further right of approval or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) authorizes the Sponsor and any entities affiliated or in privity with the Sponsor, to utilize, for eternity and in any manner, they see fit, the Submission submitted to Sponsor and to make derivative works from such Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees that

the results and proceeds of such use shall become the property of Sponsor and/or Sponsor's licensees and shall be freely assignable by Sponsor and that the Promotion Parties and their assignees and licensees shall have no obligations whatsoever to entrant. Sponsor is not obligated to use any of the above-mentioned rights, information, or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) releases the Promotion Parties and each of their respective assignees and licensees, from any and all claims or liability (now known or hereafter arising), including but not limited to any claims for defense and/or indemnity in connection therewith, arising from or in connection with any use of entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) agrees and acknowledges that participation in the Sweepstakes, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Sweepstakes, shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between the Promotion Parties and entrant, and does not place the Promotion Parties in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission, and that the only contracts, express or implied, between the Promotion Parties and entrant (and his/her parent or legal guardian, if entrant is a Minor) are as set forth in these Official Rules. Each entrant (and his/her parent or legal guardian, if entrant is a Minor) further acknowledges that Sponsor does not waive any rights to use similar or related ideas previously known to Sponsor, or developed by its employees, or obtained from sources other than the Submission.

In addition, by participating in the Sweepstakes, each entrant (and his/her parent or legal guardian, if entrant is a Minor) hereby grants permission for the Promotion Parties to use entrant's name, likeness, voice, quotes, comments, biographical information, and/or image for the purpose of advertising, trade, or promotion without limitation and without further notice, permission, compensation or consideration in any and all media now known or hereafter developed throughout the universe, unless prohibited by law.

7. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold Promotion Parties, and their respective parent companies, subsidiaries, affiliates, directors, officers, employees and assigns, promotion agencies and agents (collectively, "Released Parties") harmless from and against any and all claims and liability arising out of participation in the Promotion or use or redemption of any prize (if applicable). Released Parties are not responsible 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 Promotion, or by any human error, which may occur in the programming of this Promotion or in the transmission, receipt or processing of the entries/Instant Win Game plays. In no event will Sponsor be liable for more than the number of prizes stated in Rule 4. If due to a computer programming or technical, human or other error, more prizes are claimed than are intended to be awarded in this Promotion according to Rule 4, the intended number of prizes will be awarded in a random drawing from among all valid prize claimants. Released Parties are further not responsible for: unauthorized human intervention in any part of the Sweepstakes entry and/or Instant Win Game play processes, or in the Promotion generally; incomplete or inaccurate information on Sponsor's Website whether due to unauthorized human intervention, equipment failure or malfunction, or other cause; electronic or human error which may occur in the administration of the Promotion, or announcement of the winners. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Promotion, or if technical difficulties compromise the integrity of the Promotion, the Administrator reserves the right to modify or terminate the Promotion in a manner deemed reasonable by the Administrator, at the Administrator's sole discretion. If terminated prior to stated end date/time of the Promotion Period, remaining prizes will be awarded in a random drawing from among all non-

suspect entries/Game Plays received as of the date/time of termination. All federal, state, and local laws apply. Any attempt by any person to deliberately damage the Website or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws 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 (as well as disqualifying such individual).

8. DISPUTES: Entrant (and 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 Promotion 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 Promotion but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant (and 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 entrant's parent/legal guardian if entrant is a Minor) and Sponsor in connection with the Promotion, 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 Promotion-related materials or notifications and these Official Rules, these Official Rules shall prevail, govern, and control.

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

10. WINNERS LIST: For a list of winners of prizes valued over \$25, please [click here](#). The winner list will be posted after winner confirmation is complete.

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

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