

NBA 2K22 SWEEPSTAKES AND INSTANT WIN

OFFICIAL RULES

NO PURCHASE NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

OPEN TO RESIDENTS OF THE 50 UNITED STATES, 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, Twitter or Facebook. Twitter and Facebook 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 April 1, 2022 and ends at 11:59 pm ET on August 31, 2022 ("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.basketballgamingpromotion.com ("Website"). Once 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) Sweepstakes entry and one (1) Instant Win Game play, and your Instant Win Game results will be displayed. If you receive an Instant Win Game winning message, follow the on-screen instructions to claim your prize. 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 3, below).

Limit: One (1) Sweepstakes entry and one (1) Instant Win Game play, per day, per email address/person during the Promotion Period. Use of any robotic, automatic, programmed, or similar entry method or the use of any means to obtain more than the stated number of Sweepstakes entries or Instant Win Game plays per day will void all entries/plays and result in disqualification. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties (as defined in Rule 6, below) are not responsible for lost, late, incomplete, 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 any entry/Game play, the authorized account holder of the email address used to enter/register will be deemed to be the entrant/player 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.

BONUS SWEEPSTAKES ENTRIES:

- a. **“Lose” the Instant Win Game:** If you play the Instant Win Game and receive a “lose” message, meaning you are not a potential winner of an Instant Win Game Prize, you will receive one (1) bonus Sweepstakes entry. **Limit:** Up to one (1) bonus Sweepstakes entry, per email address/person, per day via this method during the Promotion Period.
- b. **Opt-In to Marketing Emails:** On the registration form, you will have the option to opt-in to receive marketing emails from Mondelez International. By doing so, you will receive five

(5) bonus Sweepstakes entries. Limit: Five (5) bonus Sweepstakes entries per email address/person via this method during the Promotion Period. **Note: You may opt-out of receiving marketing emails at any time.**

2. 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., 2K Games, Inc., NBA Properties, Inc., the National Basketball Association (the “NBA”), and the NBA member teams (collectively, the “NBA Entities”), 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 where prohibited.

3. 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 (including bonus entries) on or around September 1, 2022. 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 twenty-six (26) 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).

Each potential winner (or his/her parent/legal guardian if winner is deemed a minor in the jurisdiction in which s/he resides (“Minor”)) of a prize valued at or over \$600.00 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 potential winner forfeits the prize and it may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. Each potential winner of a physical 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. 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.

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

SWEEPSTAKES: One (1) Grand Prize NBA All-Star 2023 Experience: A trip for two (2) to Salt Lake City, UT. Trip package consists of roundtrip coach class air transportation for two (2) (winner and one (1) guest) from major airport nearest winner's home (determined by Sponsor in its sole discretion) to Salt Lake City, UT; five (5) days and four (4) nights' accommodations at a hotel determined by Sponsor in its sole discretion (one (1) room, single occupancy); round-trip ground transportation between hotel and airport and hotel and arena; tickets for two (2) to attend the 2023 NBA All-Star weekend in Salt Lake City, UT February 17, 2023 through February 19, 2023; meet-and-greet with NBA talent (subject to availability) and \$5,642.00 in spending money for winner only. Approximate retail value (“ARV”) of Grand Prize is \$24,450.00 (based on fulfillment of all elements of the prize package described above). If the prize cannot be awarded for any reason including cancellation of NBA All-Star 2023, Acts of God, acts of terrorism, civil disturbances, work

stoppage, COVID-19, other pandemic, or any other natural disaster outside Sponsor's control that may cause the cancellation of NBA All-Star 2023, then a check for \$24,450.00 will be awarded in lieu of the prize. If the NBA All-Star 2023 is postponed and rescheduled, winner will receive rescheduled game tickets and all other prize components, as listed above.

Winner must travel on the dates determined by Sponsor in its sole discretion or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. 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 Grand Prize 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, security fees, and taxes are the responsibility solely of winner. Unless child or legal ward of winner, travel companion must be eighteen (18) years of age or older (or the age of majority in his/her state of residence if majority age is over 18) as of the date of departure and must travel on same itinerary and at the same time as the winner. If winner is a Minor, his/her travel companion must be winner's parent/legal guardian. Travel companion (or winner, if travel companion is winner's child or legal ward) must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to the game, 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. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual value and ARV, if any.

Odds of winning the Sweepstakes prize depend on the number of eligible entries received (including bonus entries) during the Promotion Period.

INSTANT WIN GAME:

Quantity	Description	ARV per Prize
20	One (1) signed jersey	\$590.00
2	One (1) basketball hoop and one (1) basketball	\$755.00
1	One (1) Bluetooth headphone; one (1) koozie; one (1) pair of socks and one (1) \$250.00 fan gear gift card, terms and conditions apply	\$575.00
3	One (1) gaming console; one (1) console skin and one (1) controller skin	\$542.00

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.

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) become unavailable. All prizes are awarded "as is" without warranty of any kind, express or implied, on the part of the Sponsor. Winners (and their parents or legal guardians if winners are Minors) agree to look to the manufacturer or supplier of the prize or prize component, and not the Sponsor or Administrator, for any warranty on the prize or prize component or for any damages arising out of acceptance or use of the prize or prize component. Total ARV of all prizes: \$39,961.00.

5. PUBLICITY: Acceptance of prize shall constitute and signify each winner's (and his/her parent's or legal guardian's if winner is a Minor) agreement and consent that Sponsor, NBA Entities, and their respective designees may use the winner's name, city, state, likeness, photo, and/or prize information in connection with the Promotion for promotional, marketing, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet and social media platforms, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

6. GENERAL RULES: All income taxes resulting from acceptance of prizes are the responsibility of the winners. By entering the Promotion, entrants (and their parents/legal guardians if entrants are Minors) accept and agree to these Official Rules and the decisions of Administrator, which shall be final in all matters relating to the Promotion. By participating, entrants (and their parents/legal guardians if entrants are Minors) agree to release and hold Promotion Parties, Facebook, Twitter, 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 lost, misdirected, garbled, damaged, incomplete or late Instant Win Game plays or Sweepstakes 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 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. If due to a computer programming 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. In no event will Sponsor be liable for more than the number of prizes stated in Rule 4. 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, 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).

7. 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 state of New York or the appropriate New York state court ; (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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

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.

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

9. WINNERS LIST: For a list of winners of prizes valued over \$25, please [click here](#). The winners 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.

Any questions, comments or complaints regarding this Promotion must be directed to the Sponsor or Administrator only, and not to Twitter or Facebook.

NBA 2K22 GAMING 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**

1. HOW TO PARTICIPATE: Program begins at 12:00 am ET on April 1, 2022 and ends at 11:59 pm ET on August 31, 2022 (the "Program Period"). See below for date by which "Pack Codes" (defined below) must be entered and "Locker Codes" (defined below) must be redeemed. Visit a participating retail location and purchase a qualifying, specially-marked NBA 2K22 package of CHIPS AHOY! Original Chocolate Chip Cookies Family Size (18.2oz) to obtain an on-pack code printed on the outside of the packaging ("Pack Code"). Visit www.basketballgamingpromotion.com ("[Website](http://www.basketballgamingpromotion.com)"), and complete and submit the registration form including a valid email address. Then, follow the instructions to enter your Pack Code to receive an offer ("Offer"), as outlined below. Pack Code(s) must be entered by 11:59 pm ET on August 31, 2022.

Offer: When you enter a Pack Code from eligible Chips Ahoy! packages, you will receive an email with a Chips Ahoy! branded NBA 2K22 code ("Locker Code") that can be used to unlock in-game content for one (1) NBA 2K22 MyTEAM Promo Pack in the NBA 2K22 game (game sold separately). Approximate Retail Value ("ARV") of Offer: \$1.00. Follow instructions in the email to redeem the Locker Code. Locker Codes expire at 11:59 pm ET on 10/31/22.

Limit: Four (4) Offers per person/email address/ NBA 2K22 in-game account. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than four (4) Offers by using multiple/different email addresses, in-game accounts, 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 Locker Code validation. **The NBA 2K22 MyTEAM Promo Pack in-game content must be downloaded before the NBA 2K22 Locker Codes expire at 11:59 pm ET on 10/31/22. To redeem an Offer you must have internet access, an NBA 2K Account (NBA 2K Accounts are free), and the NBA 2K22 game (game sold separately) on PlayStation®5, PlayStation®4, Xbox Series X®, Xbox One®, Nintendo Switch™ or PC. Terms apply.**

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 s/he resides ("Minor")) agrees to release and hold harmless Sponsor, Administrator, NBA Properties, Inc., the National Basketball Association (the "NBA"), and the NBA member teams (collectively, the "NBA Entities"), 2K Games, 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 Pack/Locker 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 Order registration/redemption process or the operation of the Program generally, 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 or production errors, human or other 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/redemption process or the Program generally; (4) technical or human error which may occur in the administration of the Program or the processing of registrations/Pack and/or Locker Code redemptions; (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://www.mondelezinternational.com/Privacy-Policy>.

7. WAIVER: By participating in this Program, participants (and their 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 state of New York or the appropriate New York state court; (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' parent/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 his/her parent/legal guardian if participant is a Minor) and Sponsor in connection with this Program, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

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