

SOUR PATCH KIDS - FRUIT FIGHT

OFFICIAL RULES

NO PURCHASE NECESSARY

MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING A PRIZE OR RECEIVING A DISCOUNT OFFER

OPEN TO RESIDENTS OF THE 50 U.S., 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, TikTok or Facebook. Twitter, TikTok and Facebook are not affiliated with the Sponsor in any way.

This Promotion consists of the instant win game ("Instant Win Game") and the sweepstakes ("Sweepstakes") described in these Official Rules. The Sweepstakes and Instant Win Game begins at 12:00 am Eastern Time (“ET”) on May 1, 2022 and ends online at 11:59 pm ET on July 31, 2022 ("Promotion Period"). (See Rule 1, below, for mail-In Sweepstakes entry dates.) For purposes of this Promotion, each “day” begins at 12:00 am ET and ends at 11:59 pm ET.

1. HOW TO TO ENTER THE SWEEPSTAKES: There are two ways to enter: A) Vote For Your Favorite Flavor: Purchase a specially-marked package of the SOUR PATCH Kids Grape x Masayoshi 2lb Box, Peach x Athena 2lb Box, Peach x Athena 2lb Box, Watermelon x Jon Sandman 2lb Box, Strawberry x Grizzly 2lb Box and/or Fruit Fight 2lb Box products and taste the various fruit flavors. During the Promotion Period, visit FruitFight.sourpatchkids.com and follow the links and instructions to complete the registration form and vote for your favorite flavor. By doing so, you will receive one (1) entry into the Sweepstakes. **OR B) Mail In:** To receive a Sweepstakes entry without making a purchase, hand print, on a 3" x 5" piece of paper, your name, street address, city, state, ZIP Code, daytime phone number, email address, and date-of-birth, and mail it in a #10 stamped envelope with proper postage affixed to: SOUR PATCH Kids FRUIT FIGHT, P.O. Box: 5022, Department: 852764, Kalamazoo MI 49003-5022. Mail-in entries must be postmarked by August 1, 2022 and received by August 8, 2022. You will receive one (1) entry into the Sweepstakes for your properly submitted and received mail-in request. Proof of mailing does not constitute proof of receipt.

Limit: One (1) Sweepstakes entry, per email address/person, per day in accordance with these Official Rules regardless of method of entry. Use of any robotic, automatic, programmed or similar entry method to obtain more than the stated number of entries per day will void your entry/entries and result in disqualification. Potential winners/discount code (“Code”) recipients are subject to verification before any prize/Code will be awarded.

BONUS SWEEPSTAKES ENTRIES: After you enter the Promotion, you can earn bonus Sweepstakes entries, as described below.

A.) Facebook Referral: Share a message about the Promotion on your Facebook wall. The post will contain a unique link to the Promotion. If a friend/family member/known acquaintance subsequently enters the Promotion through the unique link, you will

receive ten (10) bonus Sweepstakes entries. Limit: Up to ten (10) bonus Sweepstakes entries, per email address/person, during the Promotion Period for this method.

B.) Twitter Referral: Tweet a message about the Promotion on Twitter. The Tweet will contain a unique link to the Promotion. If a friend/family member/known acquaintance subsequently enters the Promotion through the unique link, you will receive ten (10) bonus Sweepstakes entries. Limit: Up to ten (10) bonus Sweepstakes entries, per email address/person, during the Promotion Period for this method.

Your Facebook and/or Twitter Share message must be posted to your Facebook or Twitter account (as applicable) through the Website. If you share the Promotion through any other means, including directly to your personal wall or feed, you will not be able to earn bonus Sweepstakes entries.

C.) Upload a Confirmation Number After Making a Qualifying Purchase/Mail in Methods:

1) Make a Qualifying Purchase and Upload Confirmation Number: During the Promotion Period, Purchase a specially-marked package of the custom SOUR PATCH Kids mix on SourPatchKids.com. During the Promotion Period, visit the Website and follow the links and instructions to input the confirmation number. Once your confirmation number is validated, you automatically will receive Ten (10) bonus Sweepstakes entries.

OR 2) Mail In: To receive bonus Sweepstakes entries without making a purchase, hand print, on a 3" x 5" piece of paper, your name, street address, city, state, ZIP Code, daytime phone number, email address, and date-of-birth, and mail it in a #10 stamped envelope with proper postage affixed to: SOUR PATCH Kids FRUIT FIGHT – Bonus Entries, P.O. Box: 5022, Department: 852764, Kalamazoo MI 49003-5022. Mail-in bonus entry requests must be postmarked by August 1, 2022 and received by August 8, 2022. You will receive Ten (10) entries into the Sweepstakes for each of your properly submitted and received mail-in requests, subject to the entry limitation stated below. Proof of mailing does not constitute proof of receipt.

Limit: Fifty (50) bonus Sweepstakes entries per email address/person, during the Promotion Period for either uploading an order confirmation number and/or sending in a mail-in entry, as outlined above.

2. TO PLAY THE INSTANT WIN GAME: No Purchase Necessary. During the Promotion Period, visit Website as outlined in Rule 1 above and follow the links and instructions to complete and submit the registration form (if you have not done so already), including providing a valid email address. On subsequent visits, you may simply enter your email address to participate. Then follow the instructions to advance to the Instant Win Game page, where you will receive one (1) Instant Win Game play. If you receive an Instant Win Game winning message or message that you qualify to receive a Code, follow the on-screen instructions to claim your prize/Code. Prizes/Codes are subject to verification by Merkle Inc. Winners/Code recipients will be determined through random processes (see Rule 4, below).

Limit: One (1) Instant Win Game play per email address/person per day during the Promotion 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 plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. 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, incomplete, invalid, unintelligible or misdirected registrations or Instant Win Game plays, all of which will be disqualified.

In the event of a dispute as to any registration, Sweepstakes entry or Instant Win Game play, the authorized account holder of the email address used to register will be deemed to be the entrant or player (as applicable) 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/Code recipients may be required to show proof of being the authorized account holder.

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 of Mondelēz Global LLC ("Sponsor"), Merkle Inc. ("Administrator"), HMT Associates, Inc., VaynerMedia, LLC, The David Agency, 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 households (whether related or not) of any of the above. Void outside the 50 United States, D.C., Puerto Rico and where prohibited.

4. WINNER DETERMINATION: SWEEPSTAKES: Administrator will select the potential Sweepstakes Grand Prize winner in a random drawing from all eligible entries received during the Promotion Period through both entry methods combined (including all bonus entries) at approximately 10:00 am ET on August 12, 2022. The potential Sweepstakes Grand Prize winner will be notified by the email address used to enter the Promotion. **INSTANT WIN GAME:** There will be three hundred sixty-eight (368) 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/recipient of the prize/Code indicated (subject to verification).

The potential 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 five (5) days of first attempted delivery or potential winner forfeits the prize, which may be awarded to an alternate winner in a random drawing from among all remaining eligible entries. If necessary, only three (3) such alternate drawings will be conducted, after which the prize will not be awarded if it remains unclaimed. The return of any prize/Code or prize/Code notification as undeliverable may result in disqualification and the prize/ Code may be awarded to an alternate winner in in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. In the event that the potential Sweepstakes Grand Prize winner is disqualified for any reason, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries/Instant Win Game plays, as applicable. Any prize/Code won/received by a Minor will be awarded in the name of the winner's/recipient's parent/legal guardian. Unclaimed Instant Win Game prizes/Codes will remain unawarded. Instant Win Game prizes/Codes and the Sweepstakes Grand Prize will be shipped within approximately 8-10 weeks after the conclusion of the Promotion and verification of winners'/ recipients' eligibility and compliance with these Official Rules.

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

SWEEPSTAKES:

One (1) Grand Prize: Winner will receive one (1) \$10,000 check payable to him/her. ARV: \$10,000.00.

Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received through both entry methods combined (including bonus entries) during the Promotion Period.

INSTANT WIN GAME:

Prize Quantity	Prize Description	ARV
84	One (1) t-shirt.	\$15.00 each
60	One (1) pair of socks.	\$12.00 each
84	One (1) baseball hat.	\$9.00 each
90	One (1) keychain	\$6.00 each

Code Quantity	Code Description	ARV
50	One (1) \$25 value Sour Patch Kids digital product/merch discount code*	\$25.00 each

*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.

Odds of winning an Instant Win Game prize/receiving a Code depend on the number of eligible Instant Win Game plays, the timing of each Instant Win Game play and the number of prize(s)/Code(s) available at the time of each Instant Win Game play.

Limit one (1) Sweepstakes prize and one (1) Instant Win Game prize/Code, per email address/person. No substitutions or transfers of prizes/Codes permitted by winners/recipients. Instant Win Game prizes/Codes are not redeemable for cash. Sponsor reserves the right to substitute a prize (or portion thereof) or Code of equal or greater value if an advertised prize (or portion thereof) or Code become unavailable. Prize winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. All prizes/Codes are awarded “as is” without warranty of any kind, express or implied, on the part of the Sponsor. Prize winners (or their parents/legal guardians if winners are Minors) agree to look to the manufacturer of the prize, 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. Total ARV of all prizes: \$13,275.00. Total ARV of all Codes: \$1,250.00.

6. PUBLICITY: Acceptance of prize/Code shall constitute and signify each winner’s/recipient’s (and his/her parent’s or legal guardian’s if winner/recipient is a Minor) agreement and consent that Sponsor and its designees may use the winner’s/recipient’s name, city, state, likeness, photo, and/or prize/Code 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.

7. GENERAL RULES: All income and other taxes resulting from acceptance of prizes/Codes are the responsibility of the winners/recipients. 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/misuse or redemption of any prize/Code (if applicable). Released Parties are not responsible for lost, misdirected, garbled, damaged, incomplete, postage-due 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/Codes are claimed than are intended to be awarded in this Promotion according to Rule 5, the intended number of prizes/Codes will be awarded in a random drawing from among all valid prize/Code 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 or any social media platform 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/recipients. If, in the Administrator's opinion, there is any suspected evidence of tampering with any portion of the Promotion, or if technical or other 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, all remaining prizes/Codes will be awarded in a random drawing from among all non-suspect entries/ Instant Win Game Plays received as of the date/time of termination. In the event a dispute arises as to the identity of a potential prize winner/Code recipient, the corresponding entry 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. 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: (a) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes/Codes 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; (b) 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 (c) 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. GRAND PRIZE WINNER'S' NAME: For the name of the Grand Prize winner, visit <https://bit.ly/330FD07>. The winner's name 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.

ABBREVIATED RULES

POINT OF SALE (INCLUDING PRODUCT PACKAGING)

NO PURCHASE NECESSARY. Std. message and data rates apply. Open to residents of the 50 U.S., D.C. & PR, 13 yrs. and older. Ends online at 11:59 p.m. ET on 7/31/2022. See Official Rules for mail-in entry dates. Void where prohibited. Visit FruitFight.sourpatchkids.com to play and for Official Rules, including how to enter by mail without making a purchase. Sponsor: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936-2813.

SUPER ABBREVIATED - POINT OF SALE (INCLUDING PRODUCT PACKAGING)

NO PURCHASE NEC. Std. msg&data rates may apply. 50 U.S., D.C. & PR, 13+. Ends online 7/31/2022. Void where prohibited. Official Rules & free entry: FruitFight.sourpatchkids.com. Sponsor: Mondelēz Global LLC, 100 Deforest Ave., East Hanover, NJ 07936.

PRINT/FSI/MAGAZINES

NO PURCHASE NECESSARY. Making a purchase will not increase your chances of winning. Promotion starts 12:00 am ET on 4/5/2022 and ends online at 11:59 pm ET on 7/31/2022. See Official Rules for mail-in entry dates. Open to residents of the 50 U.S., D.C. & PR 13 years and older. Sponsor, Administrator, Promotion Parties, related entities, their families and those living in the same household are ineligible. Enter/Play online at FruitFight.sourpatchkids.com. For Official Rules, prize descriptions, how to enter by mail without making a purchase, and odds of winning, visit FruitFight.sourpatchkids.com. Void where prohibited. Sponsor: Mondelēz Global LLC, East Hanover, NJ 07936.

SUPER ABBREVIATED PRINT/FSI/MAGAZINES

NO PURCHASE NECESSARY. Ends 7/31/2022. 50 U.S., D.C. & PR, 13+. For Official Rules, prizes, free entry method, mail-in entry dates, & odds: FruitFight.sourpatchkids.com. Void where prohibited. Sponsor: Mondelēz Global LLC, East Hanover, NJ 07936.

RADIO/TV

NO PURCHASE NECESSARY. Open to residents of the 50 U.S., D.C. & Puerto Rico 13 years and older. Ends online at 11:59 pm ET on 7/31/2022. Void where prohibited. Visit FruitFight.sourpatchkids.com to play and for Official Rules, including free entry method and deadline. Sponsor: Mondelēz Global LLC.

SUPER ABBREVIATED RADIO/TV

NO PURCHASE NECESSARY. 50 U.S., D.C. & PR, 13+. Ends 7/31/2022. Void where prohibited. Rules and free entry at FruitFight.sourpatchkids.com. Sponsor: Mondelēz Global LLC.

ONLINE AD – NOT A BANNER

NO PURCHASE NECESSARY. Open to residents of the 50 U.S., D.C. & PR 13 and older. Ends online: 7/31/2022. Void where prohibited. Visit FruitFight.sourpatchkids.com to play & for Official Rules, including free entry method and deadline.

SUPER ABBREVIATED: ONLINE AD – NOT A BANNER

NO PURCHASE NECESSARY. 50 U.S., D.C. & PR 13+. Ends: 7/31/2022. Void where prohibited. Rules & free entry: FruitFight.sourpatchkids.com.