

**OREO® LIFT OFF H-E-B® SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE OR SCAN NECESSARY TO ENTER. MAKING A PURCHASE OR SCANNING WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The OREO® Lift Off H-E-B® Sweepstakes ("Sweepstakes") is sponsored by Mondelēz Global LLC ("Sponsor"), 100 Deforest Avenue, East Hanover, NJ 07936 and is administered by Twelve Thirty, LLC ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at or about 12:00 AM (midnight) Eastern Time ("ET") on January 31, 2024, and ends at 11:59:59 PM ET on February 13, 2024 ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes' official clock.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal United States residents of Texas who are at least eighteen (18) years old at the time of entry. Employees, officers and directors of Sponsor, Administrator, H-E-B, LP, HMT Associates, Inc. and any of their respective owners, parent companies, affiliates, subsidiaries, representatives, advertising, promotion and production agencies or agents (collectively, the "Sweepstakes Entities") as well as the immediate family members (defined as including spouse; biological, adoptive, and/or step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) and persons living in the same household (whether related or not) of any of the above are not eligible to enter or win. Void outside of Texas and where prohibited by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Sweepstakes, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of registration. Entrants will not be allowed to change their physical address or e-mail address on a submitted registration. If it is discovered or suspected that an entrant has registered or attempted to register for the Sweepstakes more than once per calendar day using multiple e-mail addresses, multiple identities or any other methods, all of that entrant's entries will be declared null and void and any prize that he/she might have been entitled to win will not be awarded and will be revoked. Use of any automated system or any like methods to participate in the Sweepstakes is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO ENTER:** During the Sweepstakes Period, eligible entrants must visit <http://HEBOREO.com/> ("Website") and submit their valid e-mail address. An entrant may access the Website directly, or by using a smart phone or other web-enabled device to scan the QR code found on in-store signage. If an entrant chooses to access the Website directly via a mobile device or by scanning the QR code, **standard message and data rates may apply in accordance with their mobile service plan.** A mobile device is not required to enter. If it is the entrant's first time participating in the Sweepstakes, the entrant must first complete and submit the registration form with all required information, which may include, but may not be limited to, first and complete last name (no initials), telephone number, street address (no P.O. Boxes will be allowed), city, state, ZIP Code, and date of birth. Upon

completion and submission of the registration form, the entrant will receive one (1) entry into the Sweepstakes.

**LIMIT:** Each entrant is limited to receiving one (1) entry per day during the Sweepstakes Period. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period. If more than one (1) entry per day is received from the same person, telephone number, address, or e-mail address, and no attempted fraud is suspected, only the first entry received may be considered valid. If fraud is suspected by the Sponsor or Administrator, the entrant will be disqualified, and all of his/her entries will be declared null and void.

- 4. RANDOM DRAWING:** On or about February 14, 2024, the Administrator will randomly select two (2) potential winners from all eligible entries received during the Sweepstakes Period (“Random Drawing”). Each winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

**5. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:**

- a. Prizes:** Two (2) Prizes will be awarded, each consisting of the following: A three (3) day/two (2) night trip for four (4) people – the winner and up to three (3) guests – to a bubble hotel located in or around Big Bend National Park, Texas. No more than two (2) Prizes will be awarded. The ARV of each Prize is \$5,010. The total estimated ARV of all Prizes is \$10,020. The actual value of a Prize may vary depending on, among other factors, point of departure, fluctuations in the cost of transportation and travel, winner’s choice of mode of transportation, fluctuations in the cost of hotel accommodations, and how many guests participate. Any difference between the estimated ARV and the actual value of a Prize will not be awarded.

Prize includes a \$2,300 travel stipend, three (3) days and two (2) nights' accommodations at a bubble hotel/room determined by Sponsor in its sole discretion (one (1) room, quad occupancy), gift bag and a \$1,155 check made payable to the winner as spending money. Winner is responsible for all travel expenses (using stipend and spending money check for such purposes), and for making all travel arrangements, aside from making a reservation at Sponsor’s hotel of choice as the Sponsor has elected to support booking hotel accommodations. Travel (hotel by Sponsor and air travel if winner opts to fly rather than drive) must be booked at least forty-five (45) days in advance.

Winner’s guest(s) must sign and return a travel liability release/publicity release as a condition of accompanying the winner before a Prize is officially awarded.

If a guest is deemed a minor in the jurisdiction in which the guest resides (“Minor”), his/her parent or legal guardian must sign the document and must accompany the Minor on the trip as one of the winner’s guests. Guest’s failure to comply with the above will result in the guest’s disqualification from participation in the Prize trip. Each winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of a Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of a Prize become unavailable, the Sponsor shall have no obligation to winner aside from providing the remaining portion of the Prize, minus any unavailable event, element or detail. Any travel or accommodations provider, reserves the right to remove or to deny entry to winner

and/or his/her guest(s) if either winner or his/her guest(s) engages in a disruptive manner, or with intent to abuse, threaten or harass any other person while participating in the Prize.

- b. **Odds of Winning:** The odds of winning a Prize depend on the number of eligible entries received during the entire Sweepstakes Period.
- c. **General Prize Conditions:** If, due to human or other error, more than two (2) Prize notifications are issued, the Sponsor will select the two (2) intended winners in a random drawing from among all recipients of such notifications.

6. **HOW TO CLAIM A PRIZE:** Each potential winner is subject to verification of eligibility and compliance with these Official Rules. Each potential winner will be notified by e-mail with instructions on how to claim their Prize, including signing and returning an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days, or the Prize may be forfeited in its entirety and awarded to an alternate winner as described below, at the Sponsor's sole and absolute discretion. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, fails to timely provide any requested additional documentation, or declines to accept a Prize, such Prize may be forfeited. If a Prize is forfeited for any reason, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining non-winning entries received, as determined by Sponsor in its sole discretion. If, after three (3) attempts, Sponsor is unable to award or deliver a Prize for any reason, such Prize will be forfeited and will not be re-awarded. Upon verification of eligibility, Sponsor's designee will contact each winner to arrange travel booking.

Sponsor will issue an IRS Form 1099-MISC to each winner for the value of their Prize. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes related to their Prize. Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification email, to a spam or junk folder. If a Prize is unclaimed, unredeemed, or returned as undeliverable, it will not be awarded. The right to receive a Prize is non-assignable, non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize (or prize component) of equal or greater value in case of unavailability of a Prize (or Prize component) or the occurrence of a *force majeure* event, at Sponsor's sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding a Prize for any reason.

7. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes entrants agree that the Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and the respective officers, directors, employees, representatives, designees and agents of each of the foregoing (collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, human or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information regardless of

cause; or the failure to capture, or loss of, any such information regardless of cause. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting or using a Prize (if applicable). The Released Parties shall not be responsible or liable for entries that are entered by any automated computer, program, mechanism or device, for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of the winners in a manner it deems fair and reasonable, which may include the selection of the winners from among all eligible, non-suspect entries received prior to such cancellation, termination, modification or suspension.

By entering the Sweepstakes, each entrant agrees: (i) to waive any rights to claim ambiguity with respect to these Official Rules; (ii) to waive all rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably release and hold harmless each of the Released Parties from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element, (b) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof), (c) any change in the Prizes (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, pandemic or epidemic, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (d) any interruptions in or postponement or cancellation of the Sweepstakes for reasons beyond the Sponsor's control, (e) human error, (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (g) lost, late, stolen, misdirected, damaged or destroyed Prize (or any element thereof), or (h) negligence or willful misconduct by entrant.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Website and Prize components, are provided "as is" without warranty of any kind, either express or implied, on the part of the Sponsor, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

8. **DISPUTES:** Except where prohibited, each entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or the Prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York State Court located in New York County, New York; (b) 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 (c) to the extent allowed by applicable law, under no circumstances will entrant be permitted to obtain awards for, and entrant 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 Sponsor in connection with the Sweepstakes, 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. Furthermore, entrant and each of the Sweepstakes Entities 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.

9. **PRIVACY:** Sponsor's privacy policy is available at: <https://www.mondelezinternational.com/privacy-policy>.

10. **PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use their name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including but not limited to live television, social media and the Internet, worldwide, without limitation and without further notice, review, approval or additional compensation.

11. **GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor and Administrator reserve the right to disqualify any individual found, in their opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S)**

**RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries, and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict between any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any notifications or promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall govern and prevail.

**12. WINNERS LIST:** The names of the winners will be posted after winner confirmation is complete following the conclusion of the Sweepstakes Period, and available for 60 days thereafter. For a list of the names of the winners, please [click here](#).

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