

HALLS OF FAME CONTEST

OFFICIAL RULES

NO PURCHASE OR SCAN 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, 18 YEARS OF AGE AND OLDER ONLY

This Promotion is no way sponsored, endorsed, administered by, or associated with Facebook or Twitter. Facebook and Twitter are not affiliated with Sponsor in any way.

This Promotion consists of the contest (“Contest”) and the instant win game (“Instant Win Game”) described in these Official Rules. Promotion begins at 12:00 am Eastern Time (“ET”) on August 20, 2022 and ends at 11:59 pm ET on October 30, 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: There are two (2) ways to enter:

A.) Visit the Microsite from a Desktop Computer: To enter without scanning a QR code, during the Promotion Period, first visit www.hallsoffamecontest.com (Promotion “Website”). Then follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, you may enter the Contest by following the instructions to submit a photo that shows why you are the most passionate Penn State University fan (“Submission”) to receive one (1) Contest entry. Then, you will receive 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 offer.

B.) Scan a QR Code: During the Promotion Period, locate the quick response (“QR”) code on signage. Then, use your smart phone or other web-enabled device (“Device”) and point the camera on your Device at the QR code. **Standard message rates and data charges apply.** Once the code is recognized, follow the instructions to open the mobile web page at www.hallsoffamecontest.com (Promotion “Website”). Then follow the links and instructions to complete and submit the registration form, including providing a valid email address. Then, you may enter the Contest by following the instructions to submit a photo that shows why you are the most passionate Penn State University fan (“Submission”) to receive one (1) Contest entry. Then, you will receive 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 offer.

Potential winners and Instant Win Game plays are subject to verification by Merkle Inc. Instant Win Game winners will be determined through random processes (see Rule 4, below). Contest winners will be determined through a random process and a judging process (see Rule 4, below for judging criteria and details).

Limit: One (1) Instant Win Game play, per day, per email address/person during the Promotion Period; one (1) Contest entry 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 Contest entries or Instant Win Game plays 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 8, 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.

Proof of compliance with the above requirements may be required at any time.

Your Submission may include other people. If any individuals other than yourself appear in the Submission, you must have the written permission of all such individuals (or of their parent/legal guardian if an individual is deemed a minor in the jurisdiction in which they reside (“Minor”)) to use their names and/or photographs/likenesses in the Submission. Proof of permission may be required as a condition of participation. Only the entrant who submitted a winning Submission will receive a prize (subject to verification); others depicted in the Submission will not receive a prize. Each Submission must comply with the Submission Guidelines described in Rule 2, below.

2. CONTENT RESTRICTIONS OF YOUR SUBMISSION: Your Submission must be your original work but you may have assistance in creating your Submission. The Submission must be in jpg or .png format. The Submission must not exceed 5MB in size. By uploading a Submission, entry must be made in your name only. Your Submission must not, in the opinion of Sponsor: promote or contain references to alcoholic beverages, drugs, firearms/weapons (or the use of any of the foregoing); promote any particular political agenda or message; endorse any hate group; contain material that references any brands, trademarks, trade dress or logos (other than HALLS cough drops* or Penn State University); contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses; violate or infringe another’s intellectual property or other rights; be obscene, hateful, tortious, defamatory, libelous; include any violence or dangerous stunts (or the promotion of same); contain materials embodying the names, or other indicia identifying any person, living or dead, without permission; or contain material that is unlawful in any way. Sponsor reserves the right to disqualify any Submission that it finds unlawful, in violation of these Official Rules, or offensive in any way and therefore not suitable for inclusion in this Contest. *[Note: You are not required to include logos or any references to HALLS cough drops or Penn State University in your Submission.]

By entering, you (and your parent or legal guardian if you are deemed a Minor) warrant and represent that: (a) your Submission has not received previous awards; (b) your Submission does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (c) other individuals mentioned in the Submission (or their parents or legal guardians if any such individuals are Minors) if any, have given written consent to its entry into the Contest and use as contemplated by these Official Rules; and (d) publication of the Submission via various media including Web posting and posting in social media, will not infringe on the rights of any third party. Entrant (and entrant’s parent or legal guardian if entrant is a Minor) will indemnify and hold harmless the Promotion Parties (as defined in Rule 3, below) from and against any claims to the contrary.

3. ELIGIBILITY: Open only to residents of the 50 United States and D.C., and Puerto Rico 18 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., Penn State

University, 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. Winning a prize/receiving an offer is contingent upon fulfilling all requirements set forth herein, including consent to a confidential background check to confirm each potential Contest winner's eligibility and compliance with these Official Rules. Due to the nature of the Contest prize offered, if a background check reveals that a potential Contest winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, the potential winner may be disqualified.

4. WINNER DETERMINATION AND PRIZE CLAIM:

CONTEST: After the conclusion of the Promotion Period, Administrator will select one hundred fifty (150) Submissions in a random drawing from all eligible Submissions received during the Promotion Period. Then, a panel of qualified judges, determined by Sponsor in its sole discretion, will evaluate each of the one hundred fifty (150) randomly selected Submissions based on the following Judging Criteria:

- Appearance - Refers to overall appearance and photo quality of the post (20%); and
- Passion - photo shows why they are the most passionate Penn State University fan (80%).

The three (3) entrants with the highest-scoring Submissions will be deemed potential "Contest Grand Prize Winners" (subject to verification of eligibility and compliance with these Official Rules). In the event of a tie, the entrant whose Submission received the highest score for "Passion", as determined by the qualified judges in their sole discretion, will be deemed the applicable potential winner from amongst the tied entrants. Sponsor reserves the right to select fewer than three (3) Contest Grand Prize Winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. Sponsor will not disclose judging scores. Potential winners will be notified by email or phone on or around November 10, 2022. Each potential Contest Grand Prize Winner (or his/her parent/legal guardian if winner is a Minor) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration"), including winner's consent to a confidential background check, which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim their prize. If a potential winner cannot be contacted, fails to provide the requested information, within the required time period, does not comply with these Official Rules, or if prize is returned as undeliverable, potential winner forfeits the prize. If the background check reveals that a potential winner has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties (as defined in Rule 8,below), as determined by Sponsor in its discretion, Sponsor may disqualify potential winner. If a potential winner is disqualified for any reason, the prize may be awarded to the entrant whose Submission received the next-highest score from the judges. Only three (3) such alternate winners may be determined, after which the applicable prize will remain un-awarded if it is unclaimed.

INSTANT WIN GAME: There will be a total of two hundred fifty (250) 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 offer indicated (subject to verification). Unclaimed Instant Win Game offers will remain unawarded.

Prizes/offers 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.

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

CONTEST:

Three (3) Contest Grand Prizes: Grand Prize Package includes a \$10,000 check, one (1) year supply of HALLS Minis awarded as 365 packs of HALLS minis (each pack contains 24 drops), 2023 PSU football regular season tickets for two (2), one (1) season ticket parking pass, 2023 PSU football pre-game field passes for two (2) to the first regular season home game, one (1) PSU fan prize pack, one (1) football autographed by PSU's head football coach, and HALLS OF FAME recognition during a Sponsor designated PSU game in 2022. Grand Prize consists only of the items described above. **All other details related to use of the prize, including but not limited to transportation, lodging and meals, are not included in prize and are winners' responsibility.** The Sponsor is not responsible if any game is delayed, postponed, or cancelled for any reason and winner will not be reimbursed for tickets related to that game. Seating to be determined in the sole discretion of Sponsor. Tickets may be subject to PSU's standard rain-check policies and procedures. By accepting ticket prize, each winner agrees to abide by any terms, conditions and restrictions provided on the tickets or furnished at the time the prize is fulfilled. The Sponsor is not responsible if winner does not or cannot use any tickets or pass. ARV: \$15,900 each.

Odds of being included in the Grand Prize judging process depend on the total number of eligible Submissions received.

INSTANT WIN GAME:

Two hundred fifty (250) Offers: A coupon good for \$1 off 1 HALLS pack, terms and conditions apply.

Odds of receiving an Instant Win Game offer 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 offers available at the time each Game play is made.

For All Prizes: 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. If applicable, winner will not be compensated for any difference in value between ARV and actual value of prize at the time the prize is awarded. Limit one (1) Instant Win Game offer and one (1) Contest 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/offer (or portion thereof) of equal or greater value if an advertised prize/offer (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 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. Ticket prizes may not be offered for resale or at auction. Total ARV of all prizes: \$47,700.00.

6. USE OF AND RIGHTS IN SUBMISSIONS: In consideration of entrant's Submission being entered in this Contest, entrants (and their parents or legal guardians, if entrants are Minors) hereby grant to the Promotion Parties, and entities affiliated or in privity with Promotion Parties, a

non-exclusive, irrevocable, fully paid, universal license to use in any manner they see fit, the Submission submitted to Sponsor and to make derivative works from such Submission, and to copy, sublicense, transmit, distribute, publicly or privately perform, publish, edit, alter, 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) 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. Promotion Parties have no obligation to entrant, including to make use any of the above-mentioned rights, information, or materials, but may do so and may use/edit such information or materials as permitted herein, in their sole discretion, without further obligation or compensation.

If requested, entrant (or entrant's parent or legal guardian if entrant is a Minor) must sign any documentation that may be required for any of the Promotion Parties, and entities affiliated or in privity with any of the Promotion Parties, to make use of the non-exclusive rights entrant (or entrant's parent or legal guardian if entrant is a Minor) is granting in and to the Submission. By entering, each entrant (or entrant's parent or legal guardian if entrant is a Minor) acknowledges and agrees that entrant will not receive compensation for his/her Submission.

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 permissible use of entrant's Submission. Each entrant (and his/her parent or legal guardian, if entrant is an eligible Minor) agrees and acknowledges that participation in the Contest, including, without limitation, the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest, 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 his/her parent or legal guardian, if entrant is a Minor) 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.

7. 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 and its 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.

8. 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 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 technical, hardware or software malfunctions or errors, 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 for 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 5. If due to a computer programming or human or other error, more prizes are claimed than are intended to be awarded in this Promotion according to Rule 5, 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 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; or 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 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 the Promotion is terminated prior to stated end date/time of the Promotion Period, then: (a) all remaining Instant Win Game offers will be awarded in a random drawing from among all non-suspect entries/Game Plays received as of the date/time of termination; and (b) the Contest winners will be determined from among all eligible, non-suspect Submissions received prior to the date/time of termination on the basis of the Judging Criteria. If more than one hundred fifty (150) eligible, non-suspect Submissions were received prior to the date/time of termination, then Administrator will select one hundred fifty (150) Submissions in a random drawing from among all such Submissions and choose three (3) potential "Contest Grand Prize Winners" (subject to verification of eligibility and compliance with these Official Rules) based on the Judging Criteria described in Rule 4.

In the event a dispute arises as to the identity of a potentially winning entrant, entry will be declared made by the authorized account holder of the email address used to enter/register, 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).

9. 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 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 (and entrant's parent/legal guardian if entrant is a Minor) 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.

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

11. WINNERS LIST: For a list of winners of the Contest, 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.