

**THE NABISCO MILITARY FALL FOOTBALL SWEEPSTAKES**  
**OFFICIAL RULES**

**NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A TEXT MESSAGE, PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.**

The Nabisco Military Fall Football Sweepstakes ("Sweepstakes") is sponsored by Mondelēz Global LLC ("Sponsor"), 100 Deforest Avenue, East Hanover, NJ 07936 and is administered by Prize Logic, LLC, ("Administrator"), Two Towne Square, Suite 200, Southfield, MI 48076.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on August 29, 2022 at 12:00 AM Eastern Time ("ET") and ends on September 23, 2022 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States (including the District of Columbia) or such residents stationed overseas with an address in the fifty (50) United States (including the District of Columbia) who are active duty U.S. military personnel, veterans, or family of active duty United States military members/veterans and are authorized Commissary and/or Exchange patrons and at least eighteen (18) years old at the time of entry. Employees of Sponsor, Administrator, Defense Commissary Agency (DeCA), Army & Air Force Exchange, HMT Associates, Inc., Coca-Cola Company, Coca-Cola Bottlers, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (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 are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited by law.

Participation constitutes entrant's (or entrant's parent's or legal guardian's if entrant is deemed a minor in the jurisdiction in which s/he resides ("Minor") full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. 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 entry. Entrants will not be allowed to change their physical address or e-mail address on a submitted entry.

3. **HOW TO ENTER THE SWEEPSTAKES:** During the Sweepstakes Period, there are two (2) ways to enter:
  - A. **Text Message:** Using an SMS-enabled mobile device, an entrant must send a text message to the short code "87654" ("Short Code") stating the keyword "TAILGATE" ("Keyword"). Once the text message is received, the entrant will be sent a reply text message asking the entrant to submit a valid date of birth. Upon receipt of a valid date of birth, and Keyword, an entrant will automatically receive one (1) entry into the Sweepstakes ("Text Message Entry"). Only Text Message Entries to the Short Code with the valid Keyword, and qualifying date of birth will be accepted as a valid Text Message Entry. See Section 6 ("How to Claim a Prize") regarding how potential winners will be notified. All Text Message Entries must be received by Sponsor or its authorized designee by 11:59:59 PM ET on September 23, 2022. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.

**IMPORTANT: Message and data rates may apply for each text message sent or received.** Not all mobile telephone providers carry the service necessary to participate in this Sweepstakes. Entrants should consult their wireless provider's pricing plans. By texting the Keyword to the Short Code, you provide to the Sponsor and Administrator your (or your parent's or legal guardian's if you are a Minor) express written consent for you to receive at least six (6) text messages using automated technology in response to your entry related to the Sweepstakes. Winners will receive at least one (1) additional text message. Consent to receive text messages is not required as a condition of any purchase. An entrant may, at any time, choose to stop participating in this Sweepstakes by sending an opt-out text message stating "STOP TAILGATE" to the Short Code. If an entrant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help, text the word "HELP TAILGATE" to the Short Code. Each Text Message Entry must be manually key-stroked/entered by the entrant.

- B. Online Entry:** During the Sweepstakes Period, an eligible entrant may visit [www.NabiscoFallFootball.com](http://www.NabiscoFallFootball.com) ("Website") and complete and submit the registration form with all required information including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and ZIP code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes ("Online Entry").

**Entry Limit:** Regardless of the method of entry, there is a limit of one (1) entry per person per day during the entire Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address in a single day, only the first entry received may be considered valid. A "day" is defined as starting at 12:00 AM (midnight) ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period. Repeated attempts by any person to enter more than one (1) time per day may result in disqualification from the Sweepstakes, at the discretion of the Sponsor.

- 4. RANDOM DRAWING:** On or about September 26, 2022, the Administrator will randomly select one (1) potential grand prize winner and eight (8) potential first prize winners from all eligible entries received through both entry methods combined. 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. Grand Prize (1):** The grand prize is a \$250 Commissary Gift Card and a \$250 Exchange Gift Card ("Grand Prize"). No more than one (1) Grand Prize will be available in the Sweepstakes. The ARV of the Grand Prize is \$500.
- B. First Prizes (8):** Each first prize is a \$50 Commissary Gift Card and a \$50 Exchange Gift Card (each a "First Prize"). No more than eight (8) First Prizes will be available in the Sweepstakes. The ARV of each First Prize is \$100.
- C. Total ARV:** The total ARV of all prizes is \$1,300.
- D. Odds of Winning:** The odds of winning a prize depend on the number of eligible Sweepstakes entries received through both entry methods combined during the Sweepstakes Period.
- E. General Conditions:** There is a limit of one (1) prize per person. Terms and conditions of Gift Cards apply. In no event will more than one (1) Grand Prize and eight (8) First Prizes, be awarded.

If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all recipients of such notifications combined with all eligible prize claims received.

- 6. HOW TO CLAIM A PRIZE:** The potential winners are subject to verification of eligibility and compliance with these Official Rules. After the random drawing, Administrator will notify the potential winners via telephone or e-mail at the telephone number or e-mail address provided at the time of entry. Each potential winner (and his/her parent or legal guardian if potential winner is a Minor) may be required to complete and return an Affidavit of Eligibility and Liability/Publicity Release (where permitted) within a stated time period as a condition of receiving a prize. Failure to provide all required information and a signature on the documents within the stated time period may result in disqualification and forfeiture of a potential winner's right to claim his/her prize, and may result in the prize being awarded to an alternate winner. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, or declines to accept a prize, the respective prize may be forfeited. If a prize is forfeited, the prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded. Upon verification of eligibility, the prizes will be mailed to the winners at the physical addresses (P.O. Boxes are not permitted) provided at the time of entry approximately 8-10 weeks after verification of winners. Any portion of a prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for his/her prize won. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The prizes will only be awarded to verified winners.

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 e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. Prizes are non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize for any reason, including but not limited to 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 (and their parents or legal guardians if entrants are Minors) agree that the Sweepstakes Entities and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each of their respective officers, directors, stockholders, employees, representatives, designees and agents (collectively, "Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing, human, typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information, regardless of the cause; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction of or unauthorized access to the Sweepstakes and any component thereof; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize; and

(viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Official Rules. Further, the Released Parties are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant (and his/her parent or legal guardian if entrant is a Minor) agrees: (i) to be bound by these Official Rules, including but not limited to entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to 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 attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) 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); (d) any change in the prizing (or any components thereof) as permitted under these Official Rules; (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 prizes (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute 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, including the selection of the winners from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the intended number of winners. Notice of such cancellation, termination, or modification of the Sweepstakes shall be posted at [www.NabiscoFallFootball.com](http://www.NabiscoFallFootball.com).

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER**

**PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS (AND ENTRANTS' PARENTS AND LEGAL GUARDIANS IF ENTRANTS ARE MINORS) AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR RELEASED PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.**

- 9. PRIVACY:** Personal information submitted by entrants will be used for the administration and fulfillment of the Sweepstakes, and is subject to the Sponsor's privacy policy, which is available at <http://www.mondelezinternational.com/privacy-policy>
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant (and his/her parent or legal guardian if entrant is a Minor) agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without limitation, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, 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 this Sweepstakes. If it is discovered that a person has registered or attempted to register more than once per day using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner who entered via Online Entry, 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, and such person must be eligible in accordance with these Official Rules. "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 email addresses for the domain associated with the submitted email address. Each entrant may be required to show proof of being an authorized account holder. In the event of a dispute as to the identity of a winner who entered via Text Message Entry, the winning entry will be declared made by the authorized account holder of the phone number associated with the entry (as reflected in his/her service provider's records), and such person must be eligible in accordance with these Official Rules. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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. No entrant shall have the right to modify or amend these Official Rules. 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 with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), notifications or in statements made by any of the Sweepstakes Entities, the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** For a list of winners, interested individuals should mail a self-addressed stamped business size envelope to: Winners List - The Military Fall Football Sweepstakes, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received no later than November 23, 2022.

Customer Service inquiries may be made at [Contact Us](#).

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