

FOOJI FROZEN TREAT SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO PARTICIPATE OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

TO BE ELIGIBLE TO PARTICIPATE IN THE SWEEPSTAKES, YOU MUST LIVE IN ONE OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA (“D.C.”).

YOUR ENTRY IN THIS SWEEPSTAKES MEANS THESE OFFICIAL RULES FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF THE SPONSOR AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Meta Platforms, Instagram or X Inc. Meta Platforms, Instagram and X are not affiliated with Sponsor in any way.

Mondelēz Global is not a sponsor.

1) Sweepstakes Entry Period: The Fooji Frozen Treat Sweepstakes (the “Sweepstakes”) entry period begins at 12:01 AM Eastern Time (“ET”) on March 15, 2024, and ends at 11:59 PM ET on March 17, 2024 (the “Sweepstakes Entry Period”).

2) Eligibility: To be eligible to participate in the Sweepstakes, entrants must, at the time of entry, meet all of the following requirements: (i) be a legal resident of one of the fifty (50) United States or the District of Columbia (“Territory”); (ii) be 18 years of age or older and the age of majority in the entrant’s jurisdiction of residence as of the date and time of participation; and (iii) be a registered, personal account holder on Instagram or X (f/k/a Twitter) (each, a “Participant(s)”). If you are not already a registered account holder on Instagram or X, it is free to create an account on either social platform. Employees, officers, directors and agents of Mondelēz Global LLC, Fooji, Inc. (“Fooji” or “Sponsor”), any other company involved in the creation, presentation, administration or fulfillment of the Sweepstakes, and their respective parent companies, subsidiaries, affiliated companies, and divisions (collectively, the “Sweepstakes Entities”) and each of their immediate family members (defined as any spouse, partner, parent, legal guardian, sibling, child, legal ward, grandparent, or grandchild, regardless of where they reside) and/or those living in the same household of any such person (whether or not related) are not eligible to participate in the Sweepstakes. Void outside the Territory and where prohibited or restricted by law.

3) Sponsor: The sole Sponsor and Administrator of the Sweepstakes is Fooji, Inc. located at 257 E. Short St. Suite 200, Lexington, KY 40507. Mondelēz Global LLC is not a sponsor.

4) How To Participate in the Sweepstakes: To participate and receive one (1) entry in the Sweepstakes, Participants must complete each of the following steps during the Sweepstakes Entry Period:

- a. Either (i) take a photo of a rainbow OR (ii) take a screenshot of a rainbow photo that @oreo will post on 3/17/24 on its Instagram and X accounts (the rainbow photo or screenshot shall be referred to herein as the "Photo Submission"). **Be sure to follow @oreo on Instagram and/or X so you can access the posted photo per a(ii), above.** Photo Submissions must not include any person other than Participant (it is not required to include Participant in the Photo Submission), and must comply with the Photo Submission Requirements outlined below;
- b. Post your Photo Submission on your Instagram story or send your Photo Submission in a tweet on your X account. You must include #OREOFrozenTreats and #Sweepstakes in your post/tweet. Your Instagram or X account must be personal to you; no shared or corporate accounts may be used to enter. Your account must further be publicly viewable, and if entering via Instagram, your account must be set to accept direct messages;
- c. After you have posted/tweeted your Photo Submission, you must access the online entry form. For Photo Submissions posted on Instagram, a link to the entry form will be sent to you via Instagram direct message. For Photo Submissions tweeted on X, a link to the entry form will be sent to you via a reply tweet on X; and
- d. Complete the required fields in the online entry form by providing your name, email, and address (or any other information you may be instructed to provide) and follow the prompts to submit the entry form.

Photo Submission Requirements:

Photo Submissions must: (a) be the original work product of Participant; (b) be solely owned by Participant and with no other person or entity having any right or interest in it; and (c) not violate any third-party rights including but not limited to copyright, trademark, patent, contract, and/or publicity or privacy rights, of any other person or entity. Participant shall not directly or indirectly include any trademark, logo, or intellectual property in his/her Photo Submission in any way unless owned exclusively by Participant. By submitting an entry, Participant represents his or her compliance with these terms.

Sponsor may reject any entry, including the Photo Submission, in its sole discretion if the entry in whole or in part: contains any illegal or offensive activity, or is obscene, defamatory, likely to incite violence or illegal; includes any material in violation of any third-party's rights; contains material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent, self-mutilating or mutilating of animals, discriminatory (based upon race, sex, religion, natural origin, physical disability, sexual orientation or age); is threatening, profane or harassing; portrays Sponsor, Mondelēz Global LLC or any person or entity negatively; violates any third-party rights including but not limited to copyright, trademark, patent, contract, and/or publicity or privacy rights,

of any other person or entity; includes directly or indirectly any trademark, logo, or intellectual property in any way unless owned exclusively by Participant, and/or which is otherwise deemed to be inappropriate or demeaning in Sponsor's sole discretion. Entry must not attempt to duplicate any other entry or third-party works. Notwithstanding, Sponsor reserves the right in its sole discretion to disqualify any entry that is a duplicate of or substantially similar to another entry and Sponsor may, in its sole discretion, disqualify any entry that violates these parameters and/or any other part of these Official Rules.

By submitting an entry, Participant hereby grants to Sponsor, and any and all of Sponsor's affiliates, successors, assignees, and/or licensees, the non-exclusive, fully paid, worldwide license to use, publicly perform, stream, modify, display and disseminate the entry, including the Photo Submission, in perpetuity. For clarity, Sponsor may change or modify the Photo Submission as it sees fit.

Entries must be received during the Sweepstakes Entry Period. **Limit of one (1) entry per person during the Sweepstakes Entry Period.** Only one (1) email address and social media account per person may be used. Anyone found to enter more than once, including by using multiple email addresses or social media accounts to enter, will be ineligible. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. Each entry must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified.

A maximum of one (1) Prize (defined below) may be awarded per person, per email address, per Instagram or X account, and per delivery address in connection with the Sweepstakes. Purported entries that are incorrect or incomplete, received outside the Sweepstakes Entry Period, or that contain obscene, offensive, or any other language communicating messages inconsistent with the positive images with which Sponsor wishes to associate itself (all as determined by Sponsor in its sole discretion) will be void and disqualified. Sponsor is not responsible for misspellings, typographical errors, or other issues that may affect the ability to locate or record a purported entry. Due to the way Instagram and X operate their services, Fooji may not be able to view or record purported entries, receive or send communications, or otherwise detect participation from or interact with potential Participants who have Instagram or X account settings that make their updates, comments, posts or communications private, protected, or otherwise limited, in which case any such purported Participant will be disqualified and ineligible to receive a Prize. Normal Internet access and phone/usage charges imposed by your online/phone service may apply. Each entry must be manually key stroked and manually entered by the individual Participant; automated and/or repetitive submission of entries (including but not limited to entries made using any script, macro, bot, or sweepstakes service) will be disqualified.

NOTE ABOUT MOBILE DATA AND MESSAGING CHARGES: When you participate in the Sweepstakes via a mobile device and/or download or transmit data via your mobile device, data and messaging rates may apply according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges)

and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on rate plans and charges relating to your participation in this Sweepstakes. Check your mobile device's capabilities for specific instructions. A mobile device is not required to enter.

5) Prizes: There are seventy-five (75) prizes available to be awarded in the Sweepstakes ("Prize"). Each Prize shall consist of one (1) box of mint OREO frozen bars, one (1) box of Mint OREO Frozen Sandwiches, and one (1) 14oz. tub of Mint OREO Ice Cream. Approximate Retail Value per Prize: \$25. Approximate Retail Value of all Prizes available in the Sweepstakes: \$1,875.

All federal, state, and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of the Prize winner(s). Prize is nontransferable and may not be substituted or redeemed for cash by Prize winner(s). No more than the stated number of Prizes will be awarded. Sponsor reserves the right to substitute the Prize for one of equal or greater value if the advertised Prize becomes unavailable. Prize type(s) and components will be selected by Sponsor or its representatives in its/their sole discretion. Actual retail value of the Prize(s) may vary, including variations based on the Participants' location. The difference in value (if any) will not be awarded.

6) Winner Selection: Fooji will be the official time keeping device for the Sweepstakes and all decisions by the Sponsor regarding the timing of entries will be final and binding. Subject to compliance with these Official Rules, entries will be accepted throughout the Sweepstakes Entry Period.

On or about March 25, 2024, Sponsor will select 75 entries in a random drawing from all eligible entries received through both entry methods (those that access the online entry form through posting on both Instagram and X) combined during the Sweepstakes Entry Period as potential Prize winners. Odds of winning a Prize in the Sweepstakes depend on the number of eligible entries received through both entry methods combined.

The selected Participants will be contacted by email based upon the information provided by Participant on the online entry form. If selected Participant (a) cannot be reached by email within five (5) business days of being contacted; (b) fails to respond to Sponsor within five (5) business days of being contacted; or (c) fails to return the required winner's paperwork (if any) within the specified time, then that selected Participant will be disqualified and Sponsor may randomly select an alternate Sweepstakes Prize winner in a random drawing from all eligible entries received. This process will continue until such time as a Sweepstakes Prize Winner is confirmed or there are no more eligible entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a selected Participant.

Except as determined by Sponsor in its sole discretion, no substitution of any Prize is offered, no transfer of Prize to a third party is permitted, and non-cash Prize(s) may not be redeemed for cash value. AS SET FORTH ABOVE, YOU MUST RESIDE IN THE TERRITORY IN ORDER TO BE ELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES AND WIN A PRIZE. Prizes will be awarded and delivered only to addresses within the United States. Verified Prize winners will be

solely responsible for all applicable federal, state, and local taxes on Prizes. All expenses associated with the receipt and use of a Prize not specifically mentioned herein are solely the responsibility of the winners. Sponsor is not responsible for any delay or cancellation of the Prize delivery due to unforeseen circumstances, or those outside of Sponsor's control. Potential winners are subject to verification and may be required to sign and return to Sponsor for its receipt within three (3) business days an Affidavit of Eligibility/ Liability Release with (where lawful) a publicity release for receipt by Sponsor by the due date indicated in the notification message. If any required documents are not timely received by Sponsor, or if any message or mail intended for a winner is returned as undeliverable, then the applicable Prize may be forfeited. Any request related to lost, mutilated, missing, unclaimed or stolen prize(s) must be received within 14 days of notification of winning or will be ignored.

7) General Rules / Limitations of Liability: By participating in the Sweepstakes, Participants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final in all respects. Participation in the Sweepstakes constitutes permission for the Sponsor and its designees to use the Participant's name, likeness, voice, biographical information, prize information, quotes attributable to Participant, and any other elements of Participant's persona for purposes of advertising and trade in any and all media now known or otherwise developed without further compensation or review, **including a Participant list to be used by Fooji and its partners to re-target participants via email or the Fooji app, unless prohibited by law.** Sponsor and the other Sweepstakes Entities assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers, software or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or the Instagram or X platforms or any combination thereof; (e) any injury or damage to Participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes; or (f) any other claims related to participation in the Sweepstakes, including without limitation any claims of intellectual property infringement, violation of any rights of privacy or publicity or any personal injury or property damage. The Sponsor and other Sweepstakes Entities are not responsible for the failure of any Prize to be received for any reason or for any delay in the processing or failure to process any Prize or entries. The Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes; violates the Official Rules; is suspected of cheating, fraud, or acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any Participant who uses or is suspected of using cheating, fraudulent means, unauthorized entry methods, or otherwise attempts to participate multiple times, or with multiple identities, Instagram or X accounts, and/or addresses will be disqualified. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, changes to the Instagram or X platforms that are not acceptable to Sponsor, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right in its sole discretion to cancel, modify, suspend or terminate the Sweepstakes in whole or in part. In the event Sponsor experiences a technical failure during the Sweepstakes Entry Period that causes the Sweepstakes to be suspended, Sponsor shall select the Sweepstakes Prize winners in a random drawing from all eligible entries received up to the point of such technical failure. **TO THE FULLEST EXTENT PERMITTED BY LAW, AS A CONDITION OF ENTRY INTO THE SWEEPSTAKES, ALL PARTICIPANTS AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS THE SPONSOR, OTHER SWEEPSTAKES ENTITIES, INSTAGRAM, AND X FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR INJURIES, DAMAGES, OR LOSSES TO PERSONS OR PROPERTY WHICH MAY BE SUSTAINED IN CONNECTION WITH: PARTICIPATING IN ANY ASPECT OF THE SWEEPSTAKES; THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE AWARDED; PREPARING FOR, PARTICIPATING IN OR TRAVELING TO AND/OR FROM ANY PRIZE-RELATED OR SWEEPSTAKES-RELATED ACTIVITY, OR; ANY TYPOGRAPHICAL OR OTHER ERROR IN THESE OFFICIAL RULES OR ANY SOCIAL MEDIA POSTS OR OTHER ANNOUNCEMENTS RELATING TO THE SWEEPSTAKES. THE WINNERS SHALL BEAR ALL THE RISK OF LOSS OR DAMAGE TO THEIR PRIZE AFTER THEY HAVE BEEN DELIVERED. SPONSOR AND THE OTHER SWEEPSTAKES ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE APPEARANCE, SAFETY OR PERFORMANCE OF ANY PRIZE(S).**

BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00)) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. **SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

Without limiting any other provision in these Official Rules, the Sweepstakes Entities are not responsible or liable to any Participant or winner (or any person claiming through such Participant or winner) for failure to supply a Prize or any part thereof in the event that any of the Sweepstakes activities or Sweepstakes Entities' operations or activities are affected by any cause or event

beyond the sole and reasonable control of the applicable Sweepstakes Entity (as determined by Sponsor in its sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, pandemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above.

EACH PARTICIPANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE SWEEPSTAKES ENTITIES. SECTION 1542 READS AS FOLLOWS:

“CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

8) **Food Allergy Notice:** By entering the Sweepstakes, each Participant acknowledges and agrees that any food-related Prize(s) offered in the Sweepstakes may contain milk, eggs, wheat, soybean, peanuts, and tree nuts. Participants agree that the Sweepstakes Entities will have no liability whatsoever to, and will be released and held harmless by, the Participants for any and all food allergy-related complications that may result from exposure to food-related Prize(s) offered in this Sweepstakes.

9) **Privacy Policy:** By entering the Sweepstakes, Participants agree that any personal information submitted by Participants may be used and shared by Sponsor subject to Fooji's privacy policy posted at <https://fooji.com/company/privacy-policy>

10) **BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER:** Except where prohibited by law, as a condition of participating in this Sweepstakes, each Participant agrees as follows:

Binding Arbitration Agreement. Except as otherwise stated below, any and all legal issue, claim or dispute arising out of or connected or related in any way to the Sweepstakes, including but not limited to Prizes awarded, shall be resolved through final, binding arbitration. Participant specifically agrees that, except as otherwise provided herein, entry into the Sweepstakes waives all rights to bring a lawsuit based on such claim(s) or dispute(s) and the right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS,

including JAMS Consumer Arbitration Minimum Standards <https://www.jamsadr.com/consumer-minimum-standards/>. If JAMS' criteria are met by the nature of the dispute, the Participant agrees that the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures <https://www.jamsadr.com/rules-streamlined-arbitration/>. Judgment upon any arbitration award may be entered in any court of appropriate jurisdiction.

Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, if Participant is unable to pay JAMS' costs, Sponsor will pay all arbitration fees and expenses. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another arbitration administrator will be selected by agreement of the parties.

Neither Participant nor Sponsor shall be permitted to obtain awards, and all parties hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes). The parties further waive all rights to have damages multiplied or increased.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both Participant and Sponsor. Additionally, the arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of Participant's relationship with Sponsor and Administrator.

Excluded Disputes. Notwithstanding the binding arbitration requirement set forth in this section, Participant may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.

Class Action Waiver. To fullest extent permitted by applicable law, Participant and Sponsor agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, **ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION.** There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of Participant and Sponsor. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of Participant's relationship with Sponsor and Administrator.

One-Year Time Limit to Raise Disputes or Claims. Participant agrees that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to the Sweepstakes, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

Waiver of Jury Trial. BOTH PARTICIPANT AND SPONSOR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. We are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

Location of Arbitration. Participant may choose to have the arbitration conducted by video conference technology such as zoom, or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place in the city or state where Participant resides, unless each party to the arbitration agrees otherwise, or at another mutually agreed upon location.

11) Governing Law: These Official Rules and any disputes between Participants and Sponsor shall be governed by 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.

12) Severability: If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed and the remainder of these Official Rules shall continue in full force and effect.

13) Winners List: For a winners' list, no later than 60 days after the close of the Sweepstakes, send an email request with the name of the Sweepstakes to hello@fooji.com or mail your request together with a self-addressed stamped envelope to Fooji Frozen Treat Winner's List to Sponsor at the address noted in Section 3 above.

14) Questions? If you have any questions, you may contact us at help@fooji.com.

Any questions, comments or complaints regarding this Sweepstakes must be directed to the Sponsor or Administrator only, and NOT to X, Instagram or Mondelēz Global LLC.

