

## **TERMS AND CONDITIONS**

This Mondelez QR Code Activation (hereinafter referred to as "**Campaign**") is an initiative of Mondelez India Foods Private Limited having its registered office at Unit No 2001, 20<sup>th</sup> Floor, Tower-3 Wing-C, One International Center Parel, Mumbai- 400 013 ("**Mondelez**"). Please read these terms and conditions including the ones set out in Annexures hereto (together "**T&Cs**") before participating in this Campaign. In case of conflict, the provisions of the Annexures shall prevail.

Participation in this Campaign is voluntary. You agree that, if you chose to participate in this Campaign, you will be bound by these T&Cs and you acknowledge that you satisfy all Campaign eligibility requirements as provided herein below.

For the purposes of these T&Cs, wherever the context so requires "You" or "Your" shall mean any natural person who is a participant in the Campaign and "We" or "Our" or "Mondelez" shall mean Mondelez India Foods Private Limited.

This is a limited period Campaign and relates to Cadbury Celebrations. ("**Product**"). The Participant will be able to send/receive a special surprise message under the Campaign.

### **1. ELIGIBILITY:**

1.1. You need to fulfil the following eligibility criteria to participate in the Campaign:

1.1.1. You need to be a natural person;

1.1.2. You should be an individual legal resident and citizen of the Republic of India;

1.1.3. You should be of an age 18 years or above at the time of entry into the Campaign;

1.1.4. You shall be legally competent to enter into binding contract under the applicable laws of India.

All who fulfil the eligibility criteria to participate in the Campaign shall individually be considered and referred to as "Participant" and collectively "Participants" for the purpose of these T&Cs.

1.2. Our and/or Campaign Partners and/or Campaign Partner employees, their immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren), and our/their affiliates, advisors, advertising/ Campaign agencies are not eligible to participate or avail any benefits under the Campaign.

- 1.3. The Campaign is subject to all applicable central, State and local laws and regulations in India. The Campaign may at any time at the sole discretion of Mondelez be terminated/ cancelled/amended/suspended for any reasons without providing any prior notice to the Participants. No claims/questions shall be entertained in this regard.
- 1.4. Mondelez reserves the right to exclude or disqualify any person from the Campaign on grounds of: (a) misconduct or criminal record or acted or have the intention to act in a dishonest or fraudulent manner or in bad faith; (b) tampering with the entry process or the operation of the Campaign; (c) acting in violation of these T&Cs; (d) acting in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person; (e) entries being offensive, distasteful, unacceptable or against the ethos and principles of Mondelez or which may be considered disparaging; or (f) for any other reasons, as it may deem fit and proper.

## **2. DETAILS OF THE CAMPAIGN AND HOW TO ENTER:**

For details of the Campaign and how to enter, refer to **Annexure I**.

## **3. ADDITIONAL TERMS:**

- 3.1. We may, at our sole discretion, change the T&Cs or cancel the Campaign at any time; or modify, terminate, or suspend the Campaign for any reason whatsoever including should viruses, worms, bugs, unauthorized human intervention or other causes beyond our control that corrupt or impair the administration, security, fairness or proper play of the Campaign or submission of entries.
- 3.2. By entering the Campaign, the Participant hereby releases Mondelez and/or their Campaign Partner from and agrees to indemnify Mondelez and/ or their Campaign Partner and/or Campaign Partner and any of their respective officers/employees/directors/representatives/agents from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Campaign including (but not limited to) personal injury and damage to property or any violation of intellectual property rights of a third party or any law and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.
- 3.3. Mondelez accepts no liability, whether jointly or severally, for any errors or omissions, whether on behalf of itself or third parties in relation to the Prizes.
- 3.4. We will not be responsible for: (a) any SPAM generated messages; (b) any SMS/whatsapp/other messaging service message delivery failures; (c) lost, misdirected, late, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by You or by any of the equipment or programming associated with or utilized in the Campaign, or by any technical or human error that may occur in the processing of entries; (d) any printing or typographical errors in any materials associated with the Campaign; (e) any error in the operation or transmission, theft, destruction, loss, unauthorized access to, or alteration of, entries, or for technical, network, telephone, computer, hardware or software,

malfunctions of any kind, or inaccurate transmission of, or failure to receive any entry information on account of technical problems or traffic congestion on the internet or at any website; (f) injury or damage to Your or any other computer or mobile resulting from downloading any materials in connection with the Campaign; (g) if the Participants do not have mobile phones or other gadgets or means that support the Campaign link/technical requirements; (h) if the Participant has registered himself/herself to the DND of the telecom provider/ the Participant has registered with National Do Not Call Registry/ Participant has specifically requested for not receiving messages for the specific campaign/contests; (i) other conditions beyond Our reasonable control or any Force Majeure Event. The Participant putting a missed call under the terms of this Campaign is deemed to be express consent on the part of Participant to exempt Mondelez and Campaign Partner from DND restriction imposed by the relevant Participant.

- 3.5. Any attempt to deliberately damage any Mondelez website or the Campaign Partner's Campaign website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this Campaign may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, We reserve the right to seek damages to the fullest extent permitted by law. If We incur any costs in connection with any breach of these T&Cs or any other legal obligation by the Participant, the Participant agrees to indemnify Us or our Campaign Partner/s for those losses, damages, and costs.
- 3.6. We, in our sole discretion reserves our right to exclude You from the Campaign and/or not to attribute the Prize, and/or to cancel all or part of the Campaign, without any liability on our part, if We believe You have (a) breached any of these T&Cs; (b) acted or have the intention of acting in a dishonest or fraudulent manner, or in bad faith; (c) tampered with the entry process or the operation of the Campaign; (d) acted in an unsportsmanlike or disruptive manner or with intent to annoy, abuse, threaten or harass any other person.
- 3.7. Mondelez and/or Campaign Partner is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this Campaign or the downloading of any materials related to this Campaign.
- 3.8. If this Campaign is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Mondelez, including but not limited to technical difficulties, unauthorized intervention or fraud, the Mondelez may in addition to its other rights reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to invalidate any Participate; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Campaign, as appropriate.
- 3.9. If for any reason this Campaign is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or any other

causes beyond the reasonable control of Mondelez and/or Campaign Partner which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Campaign, Mondelez reserves the right in its sole discretion to cancel, terminate, modify or suspend the Campaign, subject to any written directions made under applicable State or Territory legislation.

- 3.10. Mondelez and/or Campaign Partner and/or their respective affiliates, and their officers, directors, employees accepts no liability and shall not be responsible and/or liable in any manner whatsoever in case the Participant is unable to submit his/her entry for any reasons whatsoever including due to failure on the part of the telecom operator, facility provider, internet issues, device compatibility, capacity constraints. etc.
- 3.11. All attempts will be made by the Campaign Partner to protect the data submitted to it by a Participant from loss and corruption, but in the event such data loss happens, Campaign Partner may have to continue with whatever data is available, or in any other manner as it may deem reasonable. Mondelez and the Campaign Partner should not be held responsible for any loss of data or the action taken on account of the same. Mondelez and/or Campaign Partner and/or their respective affiliates and their officers, business partners, directors, employees will not be held responsible to make good any such loss or dissatisfaction on account of such loss.
- 3.12. Campaign Partner will take reasonable efforts to ensure that there is no security breach at its end in the course of conduct of submission of entry for the Campaign and/or that there is no data / entry loss and/or any other loss at its end. However, in the event of a security breach and/or data/ entry loss and/or any other loss for any reasons whatsoever, Mondelez and/or Campaign Partner and/or its affiliates, their respective officers, directors, employees will not be responsible or liable in any manner whatsoever for any loss on account of any such instances as may be sustained by the Participant. Mondelez and/or Campaign Partner and/or its affiliates, their respective officers, directors, employees shall have the right at all times to exclude or disregard any entries submitted during any period where a security breach or data/entry loss or any other loss occurs.

#### 4. **MISCELLANEOUS:**

- 4.1. This Campaign is being made purely on a "best effort" basis and participation in this Campaign is at your sole discretion and on a voluntary basis.
- 4.2. If there are any Government restrictions imposed on movement of people, operation of outlets, transportation or any other aspect which may impact the operation of the Campaign as usually planned, Mondelez and the Campaign Partner cannot be held liable due to such restrictions including for inability to provide the Prizes or changing the Prizes due to such restrictions. Any delay or inability to operate the Campaign in that regard will be treated as a Force Majeure Event (defined below). In the event of any directions of the Government applicable for consumers/Participants/Prize Winners, You shall ensure due compliance to the same and Mondelez and/or the Campaign Partner cannot be held liable for any non-compliance in that regard.

- 4.3. You agree that all decisions related to the Campaign made by Us are final and binding on You. Failure by Mondelez and/pr Campaign Partner to enforce any of these T&Cs in any instance shall not be deemed to be a waiver of the T&Cs and shall not give rise to any claim by any person.
- 4.4. We will not be liable for any costs incurred by You in connection with Your participation in the Campaign. Announcements and information about the Campaign shall be posted on the same page where these T&Cs are posted.
- 4.5. For any disputes, complaints, queries pertaining to this Campaign or Mondelez Products (defined below), please reach out to the us on 1800 22 7080 or suggestions@mdlzindia.com no later than 7 working days from the completion of the Campaign. Failure to do so will tantamount to the expiry of any claims in connection with the Campaign submitted by a person. For any complaints and grievances relating to Products or services or Prizes provided by any of our Campaign Partners, Mondelez will not have any liability or responsibility regarding the same. Complaints in relation to such Products or services or Prizes provided by the Campaign Partner should be referred to contact details given in Annexure III
- 4.6. If You are dissatisfied with the Campaign or any aspect of the Campaign including the Campaign rules, any content, any requirements of the Campaign form, the materials available related thereto, these T&Cs, etc. , Your sole and exclusive remedy is to not participate in the Campaign.
- 4.7. If a person chooses to access this Campaign from outside India, he/she shall do so on his/her own initiative and shall be responsible for compliance with applicable local laws of the country.
- 4.8. Mondelēz or Campaign Partner accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, loss of SMS, loss of internet connectivity, unique codes, documents, demand drafts, claims or correspondence whether due to error, omission, alteration, tampering, unauthorized data hacking, deletion, theft, destruction, virus attack, transmission interruption, communications failure, hardware failure or otherwise. Mondelēz and/or Campaign Partner shall not be liable for any consequences of user error including (without limitation) costs incurred.
- 4.9. The Participant (“Gifter” or “Giftee”) hereby acknowledges that Mondelēz or Campaign Partner shall not be responsible for any acts/omissions of the Participant and the Participant shall be solely responsible for sharing all information in regard the Campaign.

## **5. INTELLECTUAL PROPERTY RIGHTS:**

- 5.1. All right, title and interest, including but not limited to the intellectual property rights, in the promotional material(s) and all Campaign related material including those submitted by Participants shall vest solely and exclusively with Mondelez at all times. Mondelez or any person or entity permitted by Mondelez in this regard shall be entitled to use the

responses/material or any information in connection with the entry, received in any medium whatsoever, for all its future promotions, marketing, publicity and/or any other purpose, without any permission and or payment to the Participant.

- 5.2. If any material is submitted in connection with the Campaign (whether written, audio, electronic or visual form, or a combination of those) or any photographs, video and/or film footage and/or audio recording are taken of the Participants, the same are assigned to Mondelez upon submission and become the property of Mondelez exclusively. Mondelez may use the material in any medium in any manner it deems fit. Intellectual Property in any such material remains the sole property of Mondelez.

## **6. PERSONAL INFORMATION AND PRIVACY POLICY:**

- 6.1. When You participate in the Campaign, we collect, receive, possess, use, store, handle, transfer, process and otherwise deal with personal information which is provided by You. This information may vary but will typically include information like first and last name, mailing address, complete date of birth, e-mail address, contact number, identity verification documents and details therein, etc. While doing so We collect, receive, possess, use, store, handle, process and deal with personal information from You that We consider necessary for the purposes of the Campaign. By participating in the Campaign and/ or by providing Your information, You consent to the collection, receiving, possession, use, storage, dealing, processing, sharing and handling of the information including personal information You disclose to Us.
- 6.2. Please also visit the Privacy Notice of Mondelēz the Campaign Home Page where these T&Cs are posted, to understand and acknowledge what we do with your information including your personal data. Please note that your acceptance of these terms and conditions and Your participating in the Campaign and/ or providing the information is deemed to signify your agreement to the Privacy Notice as well and the necessary consent to what could be done with the information including personal data You provide as described in the Privacy Notice.
- 6.3. Participants hereby authorize Us and/or Campaign Partner to use the personal data shared in connection with the Campaign.
- 6.4. By participating in this Campaign, You also hereby give your consent to Mondelez and/or any other third party nominated to carry out profiling of your anonymized data made available through Campaign Partner. Campaign Partner will take the necessary measures to secure and keep safe, either directly or through third parties, any such information that You may have shared.
- 6.5. It is important to remember that whatever You transmit or disclose can be collected and used by others or unlawfully intercepted by third parties. No data transmission can be guaranteed to be 100% secure. While we strive to use commercially reasonable means to protect Your information, We cannot warrant the security of any information You transmit to Us.

- 6.6. Your personal information may be retained and may continue to be used until: (i) the relevant purposes for the use of Your information described in this clause are no longer applicable; and (ii) We and/or Campaign Partners are no longer required by applicable law, regulations, contractual obligations or legitimate business purposes to retain Your personal information and the retention of Your personal information is not required for the establishment, exercise or defense of any legal claim.

**7. FORCE MAJEURE:**

This Campaign is subject to force majeure circumstances including without limitation, floods, natural disasters, war, act of terror, political unrests, technical snags, lockdowns or related restrictions, act of God or any circumstance beyond the reasonable control of Mondelez and/or Campaign Partner ("**Force Majeure Event**"). We and/or Campaign Partner shall not be liable for any delay or adverse effect caused to the Participants in the Campaign including the Prize Winners/Prize(s) as a result of a Force Majeure Event.

**8. GOVERNING LAW AND JURISDICTION:**

- 8.1. The courts of competent jurisdiction at Mumbai shall have sole and exclusive jurisdiction to determine any and all disputes arising out of, or in connection with the Campaign. Participation in the Campaign is unauthorized in any jurisdiction that does not give effect to all provisions of these T&Cs, including (without limitation) this clause.
- 8.2. Further all issues and questions concerning the construction, validity, interpretation and enforceability of these T&Cs, or the rights and obligations of the Participants and/or Mondelez and/or Campaign Partner, shall be governed and construed in accordance with the laws of the Republic of India.

**9. PUBLICITY:**

By participating in the Campaign, You give Mondelez and/ or its affiliates permission to use your name, likeness, images, videos, voice, appearance and the like as such may be embodied in any pictures, photos, video recordings, audiotapes, digital images, and the like ("**Publicity Material**"), provided or taken or made in relation to the Campaign and any promotions, events, or Campaigns to follow. You agree that Mondelez and/or its affiliates have the right to publish Your saved item details/Publicity Material for any communication, promotions, events or Campaigns of Mondelez and/or its affiliates that follow. You agree that Mondelez and/ or its affiliates have complete ownership of Your Publicity Material, including the copyright therein, and may use them for any purpose. These uses include, but are not limited to illustrations, bulletins, exhibitions, videotapes, reprints, reproductions, publications, advertisements, and any promotional or educational materials in any medium now known or later developed, including the internet. You acknowledge that you will not receive any compensation for the use of the Publicity Material, and hereby release Mondelez and/ or its affiliates and its agents and assigns from any and all claims which arise out of or are in any way connected with such use.

**10. LIABILITY RELEASE:**

- 10.1. By participating in the Campaign, you will be legally bound hereby, to release from liability, and hold harmless, Mondelez, Campaign Partner and any of its / their respective affiliates, employees, directors, representatives and agents for any matters and for any and all liability in relation to this Campaign, including in relation to the quality of the Prizes or merchandize, personal injuries (including death) or harm, property loss or damage, misuse of the benefits/ Prizes offered under this Campaign, in connection with any activity or directly or indirectly, by reason of the acceptance, possession, or participation in the Campaign, even if caused or contributed to by Our negligence.
  
- 10.2. By participating in this Campaign, you agree to indemnify Us, Campaign Partner and any of its/ their respective officers/employees from and against all liability, cost, loss or expense arising out of acceptance of the Prize or participation in the Campaign including (but not limited to) personal injury and damage to property and whether direct, indirect, consequential, foreseeable, due to some negligent act or omission, or otherwise.



## ANNEXURE I

### DETAILS OF THE CAMPAIGN AND HOW TO ENTER

1. **Campaign Period:** This Campaign will commence from 00:01 a.m. 8<sup>th</sup> Aug 2021 and ends at 11:59 p.m. 31<sup>st</sup> Dec 2021 ("**Campaign Period**"). Any entries before or after the Campaign Period will not be considered. We reserve our right to cancel/modify/extend the Campaign Period or the T&Cs applicable to this Campaign without giving any prior notice to You. No claims/questions shall be entertained in this regard.
2. This Campaign is applicable PAN India except the State of Tamil Nadu as per the Tamil Nadu Prize Schemes Prohibition Act, 1979.
3. You must comply with and satisfy all the required criteria to be entitled to participate in the Campaign including complying with meeting all eligibility and pre-conditions to win a Prize as set out in these T&Cs. Any breach of these T&Cs including without limitation any default or failure on Your part to comply with any conditions and requirements, relating to winning a Prize or participating in the Campaign may disqualify You from the Campaign or from winning a Prize.
4. **How to Participate**

Scanning through QR code on Celebrations Pack

- (i) To enter the Campaign, the Participant shall buy the Product and scan the QR code printed on the pack of product, which will lead him/her to the [www.Cadburycelebrationsgifting.com](http://www.Cadburycelebrationsgifting.com). The Participant shall enter his Name & phone number to enter the Campaign. This is a surprise Message Campaign. Messages will change as per the type of occasion or festival chosen
- (ii) Following are the steps of the activity for Giftoor
  - i) Participant scans the QR code on pack / clicks the ad banner and lands on the microsite
  - ii) Chooses if he is a sending a message or receiving a message
  - iii) On selecting his status as sender , the following greeting options will appear on the microsite:
    - i. Customized Celebrity Video: A Celebrity calls out the name of giftee in a personalized video message
    - ii. GIFs
    - iii. Greeting Cards
  - iv) Sender has the option to select one or all of the above options, preview it and then he can send it
  - v) The Sender will receive a prompt to add receiver's phone number , which will act as a code for him/her to unlock the messages later.
  - vi) The sender can also choose to download and send the message to giftee via WhatsApp or post on social media portal as well

(iii) Following are the steps of the activity for Receiver

- i) Participant scans the QR code on pack and lands on the microsite
- ii) Chooses if he is a receiver
- iii) On choosing: He/she is shown all the customized messages which the sender has made for him
- iv) The receiver can also choose to download and send the message to giftee via WhatsApp or post on social

A giftor can send as many messages he wants to different phone number, however only one message per phone number is allowed.

## **PRIVACY NOTICE**

### **Mondelez India Foods Private Limited Privacy Notice preamble - Section 1**

At Mondelez India Foods Private Limited, we value your trust when sharing your personal data with us and recognize that you may be concerned about the information provided to us and about how we handle that information.

If you are reading this Privacy Notice ("**Privacy Notice**") it is because you may have visited a Website, a Mobile App or any other place within any Social Media (all of them referred to hereinafter as "**Sites**") operated by Mondelez India Foods Private Limited, Induri Farms Private Limited, CS Business Services (India) Private Limited or its affiliates, ("**MDLZ**" or "**us**" or "**we**") directly or indirectly operated through a nominated third party on behalf of MDLZ or, because you may have contacted us directly by phone or in writing.

This Privacy Notice sets out the basis on which we use, store and Process your personal Data, as defined in more detail under Section 2A below ("**Personal Data**") when you access our Sites or contact us.

### **MDLZ data Processing - section 2**

MDLZ may collect, record, organise, structure, store, adapt, alter, retrieve, use, align or combine, index, disclose by transmission, , profile, disseminate (collectively "**Process**") your Personal Data which you provide or which we collect about you when you navigate or communicate through or participate or subscribe on our Sites for the purposes of advertising, supplying you with our products and services, running any schemes campaigns, conducting studies, surveys or researches, making contact with you for marketing or other commercial purposes, answering your inquiries regarding our products, facilitating

your participation in our offers and promotions, handling any product complaints, profiling of your Personal Data and/or analysing and improving the quality of our products or services.

Your access to and use of our Sites is subject to the terms and conditions of our Privacy Policy and all applicable laws. Your Personal Data Processing will be limited to what it is necessary in relation to the purposes abovementioned. We will be collecting your consent by opt-ins where required by local law, so that you have control on the information we Process and hold about you. Otherwise, we will only Process your Personal Data for the purposes specified in Section 2B below. .

We usually Process your Personal Data in your location but, it may also be stored in systems based around the world, and may be Processed by third party service providers acting on our behalf. These systems and providers may be based on territories that do not provide an equivalent level of protection over privacy as that enjoyed in your location. In that case MDLZ will use reasonable endeavours to provide for adequate technical and organizational measures to protect your Personal Data and ensure a level of safeguards that is reasonably equivalent to the one of the country of origin. You can seek for further information and exercise your rights of access, rectification, cancellation, objection, and data portability in respect of your Personal Data, by clicking in our Contact Us feature.

We may change this Privacy Notice from time to time by posting an updated version of the Privacy Notice on our Sites. Please visit this Privacy Notice section to stay informed about how we Process your personal data.

For further information select the links:

[What Personal Data do we collect from you? - Section A](#)

[Why do we Process your Personal Data? - Section B](#)

[How long do we retain your Personal Data? - Section C](#)

[Who might we share your Personal Data with? - Section D](#)

[International transfers of your Personal Data - Section E](#)

[How do we ensure the security of your Personal Data? - Section F](#)

What rights do you have regarding the Personal Data we hold about you? - Section G

Social Media and Other Websites- Section H

How do we Process Children's Personal Data? - Section I

Who is MDLZ's Data Protection Officer? - Section **Error! Reference source not found.**

#### **A. What Personal Data do we collect from you?**

The type of information and Personal Data that we collect about you when you visit our Sites or interact with us may include the following:

*Personal details provided by you* - such as but not limited to your name, age, gender, postal address and other contact details, such as your telephone number and email address, your requests, any complaints you may have and any other data we receive if you communicate with us via email, online or via social media, when you navigate our Sites and any other information you provide - for example, when you register with our Sites, sign up for our newsletters, participate in our offers and promotions, provide customer feedback, reply to surveys or purchase our products or services;

*Payment information* - including data to make purchases, such as your payment account details, credit card and debit card numbers, expiration date, shipping and billing address;

*Account login information* - including any information that is required for you to establish a user account, such as user name, password and security question and answer;

*Information collected automatically* – including information about your computer, IP address, mobile operating system, browser, manufacturer and model of your mobile device, geolocation, preferred language, access time, and time spent that we may collect, for example, when we use in our Sites our own cookies or cookies owned by 3<sup>rd</sup> parties, web beacons and similar technologies that collect information about your use of our Sites or about your interaction with us by emails.

## **B. Why do we Process your Personal Data?**

We Process your Personal Data for the purposes below and on any other lawful basis. Please know that insofar we already hold information about you, we may Process that information for the same purposes.

For legitimate commercial interests: we may Process your Personal Data (both on an aggregated and on an individual basis), for the purpose of advertising, marketing, running schemes and campaigns, conducting research or surveys, providing, personalising, measuring, improving and promoting our products and services, providing, understanding, improving, customising and developing our Sites, creation and maintenance of a trusted and safe environment on Sites (such as complying with our legal obligations and compliance with our policies), profiling, making payments or for recording financial transactions and for analysing and improving the quality of our products or services, as well as, to understand you as a customer.

This also means that we analyse the information that you provide to us together with your use of our Sites or of our products and services and we Process all this information to improve the same and to give you a better user experience (for example, we analyse what web pages you visit, which products and services you use and like, how you use these products and services).

We may also Process your Personal Data, for legitimate commercial interests such as, to generate aggregated statistics about the users of our products and services; to assist in security and fraud prevention; for system integrity purposes; to remind you of your abandoned cart or send you an order confirmation; to facilitate our business operations, to operate company policies and procedures; to enable us to make corporate transactions, such as any merger, sale, reorganization, transfer of MDLZ assets or businesses, acquisition, bankruptcy, or similar event, to comply with our legal obligations; and for other legitimate business purposes permitted by applicable law, on which we would provide the relevant information at the time.

For the performance of the terms and conditions of a contract: to purchase our products or services or to develop a contest, competition or promotion in which you may have entered, to conduct the promotion and contact to you if you became a winner, to be able to answer to any information request performed using our Contact Us features.

We may also Process your information, where granted, for instance for marketing purposes and for tailoring our communications with you based on your profiles via email, SMS, other electronic means or

otherwise. You can withdraw your consent any time; see “What rights do you have regarding the Personal Data we hold about you?”

To comply with our legal obligations, such as maintaining appropriate business records, handling complaints made to our customer service, managing product health, safety or quality complaints, complying with lawful requests by public authorities and with applicable laws and regulations or as otherwise required by law.

### **C. How long do we retain your Personal Data?**

We will only retain your Personal Data for as long as it is necessary to satisfy the purpose for which it was provided by you or collected by us (for example, for the time necessary for us to answer queries or resolve problems).

We may therefore retain your Personal Data for a reasonable period after your last interaction with us. When the Personal Data that we collect is no longer required in this way, we destroy or delete it in a secure manner. We may, instead of destroying or erasing your Personal Data, make it anonymous so that it cannot be associated with or tracked back to you. In certain cases, we may have legal or regulatory obligations that require us to retain specific records for a set period of time.

### **D. Who might we share your Personal Data with?**

We may share your Personal Data with:

*MDLZ entities.* Your Personal Data could be shared between MDLZ companies that may Process your Personal Data as described in this Privacy Notice.

*Service Providers and Processors.* We may engage third party vendors, agents, service providers, and affiliated entities to provide services to us on our behalf, such as support for the internal operations of our websites, Mobile Apps or online stores (including social media services providers, payment Processors, brand activation agencies, data analytics providers and third parties we use for sending your orders to your address, such as postal courier vendors) or for the technical Processing (for example, hosting services or data storage) or for customer relationship management services, as well as related offline product or promotional support services, (for example, competitions, sweepstakes and contests organizers, winner draws providers, events management agencies, prize or

compensation packages vendors), for profiling purposes to understand customer behaviours and patterns and, other related services.

In providing their services, they may access, receive, maintain or otherwise Process Personal Data on our behalf. Our contracts with these service providers do not permit use of your information for their own purposes, including their marketing purposes. Consistent with applicable legal requirements, we take commercially reasonable steps to require third parties to adequately safeguard your Personal Data and only Process it in accordance with our instructions.

*Partners.* We may sometimes offer you a service or application in co-operation with partners (for example, co-sponsors or licensors, licensees or distributors of our branded products). We may therefore need to disclose your Personal Data to those partners. Consistent with applicable legal requirements, we take commercially reasonable steps to require third parties to adequately safeguard your Personal Data and only Process it in accordance with our instructions or as co-controllers. In those cases in which the disclosure of your Personal Data with third partners takes place based on your consent or your request to do so, where relevant, we will clearly notify you of the sharing, and you will have the choice not to participate or to otherwise object to such sharing.

*Third parties in case of legal requirement.* We may also disclose your Personal Data if we believe we are required to do so by law, or that doing so is reasonably necessary to comply with legal Processes; when we believe necessary or appropriate to disclose Personal Data to law enforcement authorities, such as to investigate actual or suspected fraud or violations of law, breaches of security, or breaches of this Privacy Notice; to respond to any claims against us or our personnel; and, to protect the rights, property, or personal safety of MDLZ, our customers, employees, contractors or the public.

*Third Parties in case of a corporate transaction.* In addition, information about our customers, including Personal Data, may be disclosed as part of any merger, sale, reorganization, transfer of MDLZ' assets or businesses, acquisition, bankruptcy, or similar event.

#### **E. International transfers of your Personal Data**

The global nature of our business means that your Personal Data may be disclosed within the Mondelez International group.

We also use some third party suppliers to help us provide business services. These third parties may have access to or host your Personal Data, but will always do so under our instructions and subject to a contractual relationship. When these third parties are located in territories which may not offer an equivalent level of protection to privacy as that applicable within your country, we will take reasonable steps to verify that your Personal Data receives a reasonable level of protection.

#### **F. How do we ensure the security of your Personal Data?**

We use a variety of physical, technical and administrative security standards, technologies and procedures to help protect your Personal Data from loss, misuse, alteration, destruction or damage to an appropriate level depending on the sensitivity of the information.

We take steps to limit access to your Personal Data to those persons who need to have access to it for one of the purposes listed in this Privacy Notice. Furthermore, we use reasonable efforts to ensure that any third party Processing your Personal Data equally provide for confidentiality and integrity of your data in a secure way.

#### **G. What rights do you have regarding the Personal Data we hold about you?**

You have the following rights:

- to obtain a copy of your Personal Data together with information about how and on what basis that Personal Data is Processed;
- to rectify inaccurate Personal Data (including the right to have incomplete Personal Data completed);
- to request that we erase your Personal Data in limited circumstances ;
- to request that we restrict Processing of your Personal Data where:
  - the accuracy of the Personal Data is contested;
  - the Processing is unlawful, but you object to the erasure of the Personal Data;



- we no longer require the Personal Data for the purposes for which it was collected, but it is required for the establishment, exercise or defense of a legal claim; or
- you challenge the Processing which is justified on the basis of a legitimate interest.

In case you may have a complaint about how we Process your Personal Data, you can Contact Us.

If you have any question regarding the Processing of your Personal Data, this Privacy Notice or if you wish to exercise any of the above mentioned rights, please contact us by referring to the Contact Us section below. You may revoke your consent for receiving newsletter or marketing communications at any time, free of charge by following the instructions in any marketing communication. You can also control these preferences in your profile settings, where applicable.

#### **H. Social Media and Other Websites**

When you participate in any of our MDLZ profiles or wherever MDLZ is present in any of the various social media forums like Facebook, Twitter, Yammer, Pinterest, Instagram, LinkedIn, Youtube, etc., you should be familiar with and understand the tools provided by those sites that allow you to make choices about how you share the Personal Data in your social media profile(s).

For these forums the privacy practices or policies of these third parties apply, so we encourage you to read the applicable privacy notices, terms of use and related information about how your Personal Data is used in these social media environments.

Subsequently our Sites may contain links to third-party websites; if you follow these links, you will exit our websites and mobile applications. While these third-party websites are selected with care, MDLZ cannot accept liability for the use of your Personal Data by these organisations. For more information and details, please consult the Section Data Privacy Notices of third parties and the privacy statement of the website you are visiting (if such a statement is provided).

#### **I. How do we Process Children's Personal Data?**

In general terms, our Sites are not intended to persons under 18 years old as under law they are deemed to be in a capacity to provide valid consent. Any time persons under the said age access the Site, should provide a parent/guardian's consent before providing any Personal Data to us to the website. If we determine upon collection that a user is under age and has not provided a parent/guardian's consent before providing any Personal Data, we will not use or maintain his/her Personal Data without the

parent/guardian's consent. Without such consent, though, the relevant person under the age may not be able to participate in certain activities. However, in certain circumstances, we may maintain and use such information (in accordance with the rest of this Notice and applicable law) in order to notify and obtain consent from the parent/guardian and for certain safety, security, liability and other purposes permitted under applicable law. A parent/ guardian can review, remove, change or refuse further collection or use of their child's Personal Data by contacting us by referring to the Contact Us section below, including child's name, address and e-mail address.

#### **J. Contact Us**

If you have questions, general concerns about the Processing of your Personal Data, or any data protection issue, you may write to [suggestions@mdlzindia.com](mailto:suggestions@mdlzindia.com) or at our address: Mondelez India Foods Private Limited (Formerly Cadbury India Ltd.), Unit No. 2001, 20th Floor, Tower-3 (Wing C), One International Center (Formerly Indiabulls Finance Centre), Parel, Mumbai, Maharashtra, Pincode – 400013