

# LU Promotion Terms and Conditions “Happy You Name It Day”

English translation of the Dutch source document.

## Article 1: The Organiser

Mondelez Nederland BV, a private limited liability company, having its registered office at Verlengde Poolseweg 34, 4818 CL Breda, the Netherlands, registered with the Kamer van Koophandel under company number NL 001474273B01, organises a promotion entitled “Happy You Name It Day” (hereinafter referred to as the “Promotion”).

## Article 2: Duration of the Promotion

The Promotion runs from 1 May 2026 at 00:01 to 1 November 2026 at 23:59 (inclusive) (the “Promotion Period”).

## Article 3: Conditions

The Promotion is open to any person aged 18 or over on the start date of the Promotion residing in the Netherlands.

The Organiser reserves the right to exclude a participant from the Promotion and/or not to award the experience and/or to cancel all or part of the Promotion, without incurring any liability, in the event of a breach by the participant of these rules and/or if the Organiser, at its sole discretion, considers that the participant has acted, or intends to act, dishonestly, fraudulently or in bad faith.

In particular, but without limitation, any use of robots or any system, device or actions that are fraudulent, dishonest or in bad faith, or any conduct that, for example and without limitation, unlawfully influences the Promotion, is prohibited. The Organiser may file a complaint and/or have the perpetrators of such conduct prosecuted.

In the event of sanctions or complaints, participants must prove that they have acted in accordance with these Promotion Terms and Conditions. Participants may be invited at any time to prove their identity, place of residence and age.

## Article 4: Experience to Be Enjoyed

### 4.1 : Description of the experience

Throughout the full duration of the Promotion, participants may use the following experience. From the Promotion Period onwards, it is possible to create or receive a personal AI-generated card with an animated illustration, personalised headline and personalised song (the “Happy You Name It Day card”) for themselves and for others on the dedicated Happy You Name It Day landing page. Access to the landing page is obtained by scanning the QR code on (i) packaging, (ii) in-store communication or (iii) via a referral from social media video assets.

The created message can then be downloaded and shared on social media messaging platforms.

### 4.2 : Details of the experience

The winners are fully responsible for using their experience. The Organiser cannot be held liable for defects or problems or for any incident or accident that may occur during or as a result of the use or possession of the experience.

The Organiser cannot be held responsible for sharing the experience/message on social networks or other publicly accessible media. The content of the message and its use within and outside the private sphere are solely the responsibility of the participant(s).

## Article 5: Generating a Happy You Name It Day Card

### 5.1: Happy You Name It Day card generator

To generate a Happy You Name It Day card, the participant may use the generator available on the website: <https://happyyounameitday.com> (the “Generator”).

### 5.2: Creating a Happy You Name It Day card

A participant who wishes to generate a Happy You Name It Day card in the Generator must fill in the text field (the text may not exceed 300 characters), choose a music style and click on “Make your singing card” to generate a Happy You Name It Day card.

The Happy You Name It Day card is automatically generated using AI technology integrated into the website. Participants must provide their first name, surname and email address before the final generation of the card is possible.

The participant may choose to send the downloaded Happy You Name It Day card to another person, for example via social media. Sending a Happy You Name It Day card by the participant is not part of the Promotion.

This means that the participant sends the Happy You Name It Day card in their own name and at their own responsibility, using the tool or communication method of their choice (whereby none of which are partners of, or affiliated with, the Promotion).

### **5.3: AI technology – risks, consequences and limitations associated with use**

The Happy You Name It Day card generator makes partial use of generative artificial intelligence (AI) technology supplied by external suppliers.

The generated Happy You Name It Day card is composed using a combination of pre-created visual elements and AI-generated text and speech elements. The visual elements are automatically selected and combined based on an analysis and interpretation of the Input entered by the participant, using AI technology.

Due to the nature and purpose of the Promotion (entertainment), the generated text and speech results (of the Happy You Name It Day card) may contain information that is inaccurate, fictitious or unverifiable, and therefore may not in any way form a basis for decisions by the Participant. In addition, the technology used in the Promotion is based on so-called deepfake technology, meaning an advanced technique to manipulate content using generative artificial intelligence (AI) and deep machine learning. Deepfake technology makes it possible to create realistic material (in this case in the form of a Happy You Name It Day card), whereby the participant may incorrectly receive the impression that the person in the recording speaks in a way consistent with reality. If the generated content is not suitable for the participant, they may generate a new Happy You Name It Day card or must stop using the Happy You Name It Day card generator completely and not make it available to third parties.

The participant undertakes to generate a Happy You Name It Day card with the intention of offering a unique and tailor-made non-commercial gift experience. The participant understands and agrees that all liability and responsibility relating to any Inputs lie solely with them. The participant understands that the Output may not be sold or otherwise exploited for commercial purposes or otherwise than in accordance with these Promotion Terms and Conditions.

### **5.4: Prohibited Content**

The participant is responsible for compliance with the Promotion Terms and Conditions and applicable legal provisions concerning the content entered into the Generator. The participant is required to use the Generator and participate in the Promotion in an ethical and legal manner.

By using the AI technology provided by the Organiser, the participant agrees to use it solely for the Promotion and not to train AI models. This means it is prohibited to use data, content, output or other information obtained from generative AI features for the purpose of directly or indirectly creating, training, testing or otherwise improving machine-learning algorithms or artificial intelligence systems.

The Participant acknowledges that they may not use any Input (prompt) or have texts and/or music generated that could reasonably lead to infringement of existing copyrights, including generating texts and/or music in the style of specific artists or using well-known song titles, artist names or composers.

In addition, it is prohibited to enter the following content into the Happy You Name It Day card generator:

- content that incites the commission of an offence, crime or act of terrorism, or promotes war crimes or crimes against humanity, or encourages suicide;
- content that is immoral, unethical, offensive (including swearing), xenophobic, defamatory, pornographic or otherwise not suitable for general audiences, or political in nature;
- content that calls for discrimination or hatred against a person or persons on the basis of their origin, ethnic identity, nationality, race, religion, sexual orientation or political views;
- content that poses a threat to a person or group of persons;
- content that infringes intellectual property rights, including copyright or trademark rights, protected signs and symbols;
- content that violates the personal rights of others, for example by using the personal data of others (impersonating others);
- content that promotes products or brands not offered by Mondelez, in particular products and brands that compete with Mondelez;
- content that constitutes anti-advertising of products or brands offered by Mondelez (for example, content that ridicules the LU brand or LU products);
- content that infringes or is likely to infringe a trade secret;
- personal data, i.e. information relating to an identified or identifiable natural person.

## 5.5: Automatic verification

The Organiser does not influence the content created by the participant in the Happy You Name It Day card generator. However, in connection with Article 5.4 of these Promotion Terms and Conditions, the content entered by the participant is automatically verified.

This means that the system automatically identifies prohibited content and blocks the possibility of generating cards until the participant removes such content.

The Generator notifies the participant that the request contains prohibited elements and allows submission of a new request.

## 5.6: Step-by-step plan: If you want to send a personal Happy You Name It Day card:

1. Scan the QR code on the Promotion packaging, the in-store communication or via the social media video assets with a phone or tablet.
2. Open the website (<https://happyyounameitday.com>) and click on “Start your singing card”.
3. Create a personal message:
4. Enter the duration of the event being celebrated
5. Write what you want to celebrate in the middle field.
6. Optional: add the first name or nickname of the sender/recipient.
7. Choose a music genre from the available options.
8. Click “Next”.
9. A preview will be displayed before confirmation.
10. Enter your own details:
11. First, your surname.
12. Below that, your first name.
13. Below that, your email address.
14. Confirm your email address by entering it again.
15. By participating in this Promotion, you agree to these Promotion Terms and Conditions and to the privacy policy. Optionally, you can subscribe to the newsletter and/or give permission for your musical card to be used for social media and internal purposes. Then click on “Create my singing card”.
16. The card is generated.
17. The card is ready and can be played.
18. After playing the card, you can share it via a direct link or on social media messaging platforms.

## Article 6: These Promotion Terms and Conditions

Participation in the Promotion constitutes full acceptance of these Terms and Conditions.

No response will be given to requests submitted (by email or telephone) concerning the interpretation or application of the rules relating to these Promotion Terms and Conditions.

These Promotion Terms and Conditions are available at [https://happyyounameitday.com/T&C\\_ENG.pdf](https://happyyounameitday.com/T&C_ENG.pdf) for the duration of the Promotion. The participant may also download them in PDF format. The Organiser reserves the right to amend the Promotion Terms and Conditions if justified by the need to adapt to legal requirements (including decisions by government authorities), technical reasons, the need to make editorial changes or the need to ensure the safe and effective operation of the Promotion, in particular the prevention of abuse. The amendments take effect as soon as the amendments to the Promotion Terms and Conditions are announced on the website.

These Promotion Terms and Conditions can also be obtained up to and including 06/10/2026 upon simple written request to: Mondelez Nederland BV, Verlengde Poolseweg 34, 4818 CL Breda, the Netherlands. The postage costs for this request will not be reimbursed.

The Participant may contact the Organiser in the following ways: <https://contactus.mdlzapps.com/Lu/contact/nl-BE/>

For all elements of the Promotion that are not expressly mentioned in these Promotion Terms and Conditions, the Organiser reserves the right to take all measures required for the proper organisation of the Promotion. The Organiser reserves the right to amend these rules whenever it considers this necessary.

## Article 7: Participation Costs

Participation in the Promotion is free of charge, except for any costs incurred by the participant to access the internet or postal

services, which are borne by the participant.

## **Article 8: Limitation of Liability**

The Organiser cannot be held responsible for problems inherent to the internet connection, telephone communication or any other problem not attributable to the Organiser that may occur during the Promotion.

The Organiser makes every effort to provide and maintain functional and verified infrastructure, information and tools for participants. However, the Organiser cannot be held responsible for failures of participants' equipment (computer, software, internet connection tools, telephone, servers, etc.), the resulting loss of data not attributable to the Organiser, and the impact of these failures on their participation in the Promotion. It is therefore up to each participant to take all appropriate measures to protect their equipment and the data stored on their equipment (computer and telephone) against breaches. Participation in the Promotion specifically implies knowledge and acceptance of the characteristics and limits of the internet, the lack of protection of certain data against possible misappropriation or hacking by third parties, and the risk of contamination by possible viruses circulating on the internet.

The Organiser undertakes to use all available resources with its service providers to ensure the proper functioning of the Promotion. However, should a technical failure occur and affect the proper functioning of the Promotion due to circumstances beyond the Organiser's control, the Organiser cannot be held liable by the participants.

The Organiser is not responsible for: (a) messages generated by SPAM; (b) any errors in the delivery of email/SMS/WhatsApp/other messaging services; (c) lost, misdirected, late, incomplete or incomprehensible entries or incorrect entry information, whether caused by the participant or by any equipment or programs associated with or used in the Promotion, or by a technical or human error that may occur in processing entries; (d) printing or typographical errors in materials related to the Promotion; (e) errors in operation or transmission, theft, destruction, loss, unauthorised access to or alteration of entries, or technical, network, telephone, computer, hardware or software failures of any kind, or inaccurate transmission of, or failure to receive, entry information as a result of technical problems or delays on the internet or on a website; (f) injury or damage to participants' or another person's computer or mobile phone resulting from downloading material in connection with the Promotion; (g) if participants do not have mobile phones or other items or resources that support the Promotion link/technical requirements; (h) other circumstances reasonably beyond the control of the Organiser or an event of force majeure.

Any attempt to deliberately damage the Promotion website or the information on the website, to intentionally cause damage or disrupt the normal operation of the website, or otherwise undermine the legitimate operation of this Promotion, may constitute a violation of criminal and civil law. If the Organiser incurs costs in connection with a breach of these Promotion Terms and Conditions or any other legal obligation by the participant, the participant agrees to indemnify the Organiser for those losses, damages and costs to the extent permitted by law.

The Organiser strives to organise a fair and safe Promotion and to prevent abuse and cheating. If a participant participates in a manner that is not in accordance with these Promotion Terms and Conditions, participation (and the participation of any associated aliases) will be disqualified, and any awarded benefit may be considered void and recoverable. In addition, the Organiser reserves the right to deny the participant access to future Promotions for a period of at least six months. For this reason, the Organiser reserves the right at all times to:

- a. verify participants' eligibility by requesting the information that the Organiser reasonably considers necessary for this purpose. Neither participation nor any benefit will be awarded until the verification has been completed to the Organiser's satisfaction;
- b. disqualify entries not made directly by the individual participant in the Promotion;
- c. disqualify bulk entries from individuals, trade and consumer groups or third parties, incomplete entries and entries submitted via macros or other automated means;
- d. disqualify entries made via anonymous email services, such as, but not limited to, Guerilla Mail, Dispostable or Mailinator;
- e. disqualify entries that exceed the permitted maximum or use techniques such as "scripting";
- f. "brute force", multiple SIM cards for text entries, masking identity by manipulating IP addresses, using aliases or identities other than their own identity or any other means;
- g. disqualify entries that do not fully comply in any way with the requirements of these Promotion Terms and Conditions.

Participants are fully responsible for using their experience. The Organiser cannot be held liable for defects or problems or for any incident or accident that may happen to participants during or due to the use or possession of the experience.

By giving the required consent by means of the checkbox and by participating in this Promotion, all participants indicate that they agree to these Promotion Terms and Conditions.

If any of these clauses is declared unlawful, invalid or otherwise unenforceable, it will be severed and removed from these Promotion Terms and Conditions. The remaining clauses will be retained and remain in full force and effect.

These Promotion Terms and Conditions prevail in the event of any contradiction or inconsistency with any other communication, including advertising or promotional material. All entries and instructions are deemed to form part of the Promotion Terms and Conditions and, by participating, all participants are deemed to have accepted and be bound by these Promotion Terms and Conditions. Keep a copy for your information.

## **Article 9: Correspondance**

Non-compliant correspondence (incomplete, illegible, incorrect, unstamped, delayed or not sent) will not be taken into account.

## **Article 10: Disqualification**

Participants allow all verifications relating to their identity, name and email/postal address as part of the Promotion. Any participation that does not comply with these rules, is incomplete or contains incorrect contact details will be considered invalid. The use of robots or any other similar method to play the Promotion mechanically or otherwise is prohibited, as is acting in breach of Article 5; breach of these rules will result in the immediate exclusion of the participant. The Organiser may cancel all or part of the Promotion if it appears that fraud has taken place in any form, via computer or by participation under the identity of a third party and/or the provision of participants. In this case, the Organiser reserves the right not to award experiences to fraudsters and/or to bring the perpetrators of this fraud before the competent courts.

## **Article 11: Force Majeure**

The Organiser is not liable in the event of force majeure or events beyond its control or if circumstances require it to cancel, shorten, extend, postpone or suspend the current Promotion or amend these Promotion Terms and Conditions.

In any event, the Organiser reserves the right to adjust, shorten and/or extend the participation period.

## **Article 12: Release from Liability**

Participants are fully responsible for using their experience. The Organiser cannot be held liable for defects or problems with, or for any incident or accident that may happen to participants during or due to the use or possession of the experience.

## **Article 13: Applicable Law and Disputes**

The Promotion is governed by Dutch law. Any dispute relating to the interpretation of the rules and/or cases not provided for in these Promotion Terms and Conditions will be subject to an amicable settlement. Failing that, the courts of Amsterdam will have exclusive jurisdiction.

## **Article 14: Protection of Personal Data**

The personal information provided by participants will only be used by the Organiser for the purpose of carrying out this Promotion (unless participants have agreed to receive marketing communications at the time of participation), and in accordance with the Organiser's Privacy Notice: <https://privacy.mondelezinternational.com/eu/nl-NL/privacy-notice/>.

This includes, among other things, processing the Input entered by the participant using AI technology to generate personalised content and enable the composition of the Happy You Name It Day card. The Organiser will comply with all applicable requirements of the General Data Protection Regulation and any successor legislation or other locally applicable legislation in the Netherlands.

## **Article 15: Intellectual Property**

All copyrights in the creations from the entries become the property of the Organiser. Participation in this Promotion does not give the participant, nor the person for whom the Output was generated, any intellectual property right in or to the Output. The participant waives any ownership right or claim to the generated Output and understands that no rights or titles in or to the Output are granted to the participant or the person for whom the Output was generated, and that the Output is the exclusive property of the Organiser. The participant hereby grants the Organiser a perpetual, irrevocable, royalty-free, sublicensable, worldwide licence to use the Output (and/or any intellectual property right in the Output and Input) to the extent necessary for this Promotion and/or related purposes. The participant gives the Organiser permission to use the Output in any medium and in any manner it deems appropriate for the purpose or purposes related to the Promotion.

In accordance with the laws relating to intellectual property rights and copyrights, the use of all or part of the copyrighted material of this Promotion is strictly prohibited, except with the prior express permission of the Organiser.

These Promotion Terms and Conditions have been drafted in Dutch, which shall be the governing language of the Promotion Terms and Conditions. Any translation is provided for convenience only and does not constitute a separate legally binding version. To the extent permitted by applicable law, in the event of any conflict, inconsistency, discrepancy or ambiguity between the Dutch version and any translation, the Dutch version shall prevail.

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