



STARBURST Berries & Creme Halloween Costume Sweepstakes
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Published September 29, 2021

Terms & Conditions

Official Rules

NO PURCHASE NECESSARY

These Official Rules apply to all sweepstakes conducted via one or more of **STARBURST** social media accounts. Each individual sweepstakes will be announced via a post from **STARBURST** on the applicable social media platform(s) (“Sweepstakes Post”). A Sweepstakes Post will include how to enter, the entry deadline, and the prize(s)/value(s). All information contained in a Sweepstakes Post is incorporated here in by reference.

ELIGIBILITY: Open to legal residents of the 50 U.S.& DC, 18 or older. Employees, agents, officers& directors of Mars Wrigley Confectionery US, LLC (“Sponsor”) and its respective parents, subsidiaries, affiliates & advertising & promotion agencies (collectively with Facebook, Inc., Twitter Inc., Instagram, LLC, TikTok, if the sweepstakes is conducted via any such platform, “Released Parties”) & members of their immediate family (spouse, parent, children, siblings &their respective spouses, regardless of where they reside) & persons living in the same household, whether or not related, are not eligible. Void where prohibited. Subject to all applicable federal, state& local laws.

HOW TO ENTER: Follow the directions provided in the Sweepstakes Post on TikTok to enter. Entries must be submitted by the time and date stated in the Sweepstakes Post to be eligible. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. Limit one (1) entry per person for any sweepstakes. Multiple entries will be void. Entries become the sole property of Sponsor. If you do not have a or TikTok account, establishing an account is free. All TikTok terms apply (as applicable). If run on Twitter or Instagram, your Twitter or Instagram account (as applicable) must be set to “public” in order for your entry to be eligible. You can return the applicable account to “private” anytime after the winner(s) have been announced.

ENTRY REQUIREMENTS: Entry must be entrant’s original work(if applicable),be in keeping with Sponsor’s image & not be offensive, obscene, hateful, harmful, tortious, libelous, slanderous or inappropriate or disparage Sponsor or any of its brands in any way, all as determined by Sponsor in its sole discretion. Entry must not defame or violate or infringe upon the rights of any person or entity. Entry must not in any way, either visibly or otherwise, contain any brand names, logos or trademarks other than those of Sponsor, which Entrant has a limited license to use solely for purposes of this sweepstakes. Entry

must not include personally identifiable information of any person other than Entrant. Entrant is responsible for obtaining, prior to entering, any and all releases and consents from any persons appearing in an entry that are necessary to permit the exhibition and use of the entry by Sponsor as set forth in these Official Rules. No photo or video entry submission, if applicable, may include anyone under the age of 13. If any minor child appears in any such entry, Entrant must have permission from that child's parent/legal guardian. Sponsor reserves the right to disqualify any entry and remove any post that it determines, in its sole discretion, is not in compliance with these Official Rules.

RANDOM DRAWING: <"Twenty (20)"> winners will be selected in a random drawing from among all eligible entries received, to be held within three (3) days following the entry deadline unless otherwise stated in the Sweepstakes Post. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: Potential winners will be notified via a comment on his/her winning post, @ reply and/or direct message(as applicable) & he/she will have 48 hours from notification to respond to Sponsor. The failure to respond to such notification or a potential winner's noncompliance with these Official Rules may result in disqualification, & at Sponsor's sole discretion, an alternate winner may be selected.

PRIZE(S): See Sweepstakes Post for prize details. Prize AVR <\$200.00>. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all federal, state & local taxes. Winners may not substitute, assign or transfer prize, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. All prize details are at Sponsor's sole discretion. Limit one (1) prize per person per sweepstakes.

GRANT OF RIGHTS: By submitting an entry, each entrant grants to Sponsor and its licensees, successors and assigns an irrevocable, perpetual, unlimited, royalty-free, fully paid-up license to reproduce, distribute, display, exhibit, exploit, perform, edit, create derivatives of & otherwise use the entry & all elements of such entry, together with any other material, as well as the name, username, city & state of residence, voice, image and/or likeness of entrant (including, without limitation, profile photo), in any & all media now known or hereafter devised, in any manner, in whole or in part, worldwide, without compensation or notification to, or permission from, entrant or any third party, for any purpose whatsoever, including without limitation, for purposes of advertising or trade.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules & decisions of Sponsor & judges, which shall be final & binding in all respects relating to this sweepstakes; (b) to release, discharge & hold harmless Released Parties from any & all injuries, liability, losses & damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the sweepstakes or the acceptance or use of any prize; and (c) indemnify, defend and hold harmless Released Parties from and against any and all suits, claims or causes of action arising out of or in connection with any alleged or actual infringement of any third-party trademarks, copyrights or any other intellectual property whatsoever. Released Parties are not responsible for (i) lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered or garbled entries, tweets, retweets, messages or comments;(ii) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), **STARBURST** social media pages, or other connections, availability or accessibility or miscommunications;(iii) failed computer, satellite, telephone or cable transmissions, lines, or technical failure;(iv) jumbled, scrambled, delayed, or misdirected transmissions or

computer hardware or software malfunctions, failures or difficulties;(v) other errors or difficulties of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise, relating to or in connection with the sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the sweepstakes, the processing of entries, the announcement of the prize(s) or in any sweepstakes-related materials; (vi) any incorrect or inaccurate information, whether caused by users, tampering, hacking, or by any equipment or programming associated with or utilized in the sweepstakes; or (vii) in jury or damage to any person's computer related to or resulting from participating in this sweepstakes. Persons who tamper with or abuse any aspect of the sweepstakes or a **STARBURST** social media account, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified & all associated entries will be void. Should any portion of the sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non- authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the sweepstakes & if terminated, at its discretion, select winner(s) at random from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair & appropriate by Sponsor. Information submitted in connection with this sweepstakes will be used in accordance with Sponsor's Privacy Policy, available at [http://www.mars.com/global/policies/privacy/pp-english.\(open in new tab\)](http://www.mars.com/global/policies/privacy/pp-english.(open in new tab))

WINNERS LIST: The name(s) of the winner(s) will be posted via the applicable social media account(s) following the end of the sweepstakes.

SPONSOR: Mars Wrigley Confectionery US, LLC, 800 High Street, Hackettstown, NJ, 07840. This sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram, Twitter, or TikTok.

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