MARS

M&M’S White Chocolate Pretzel Snowballs Sweepstakes
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Terms & Conditions

By engaging with the M&M’S® Instagram or Twitter post (the “Post”) and participating in the sweepstakes (“Sweepstakes”) put forth through the Post, and any other related services or applications made available by Mars, Incorporated and its Affiliates (together, “Mars” or “Company” or ”we” or “us”) however accessed, you agree to be bound by these sweepstakes terms ("Sweepstakes Term"). These Sweepstakes Terms, describe the terms and conditions on which Mars offers access to the Post. New or updated operating rules, policies and procedures may be published from time to time on the Post by Mars, without notice to you. These Terms apply to all users of the Post, including, without limitation, users who are contributors of content, information, and other materials or services on the Post, individual users of the Post, venues that access the Post, and users that have a page on the Post. The Post is owned or controlled by Mars. These Terms affect your legal rights and obligations. If you do not agree to be bound by all of these Terms, do not access or use the Post.

GENERAL TERMS

1. You must be at least 16 years or older to engage with the Post and participate in the Sweepstakes;
2. If you are a minor in the jurisdiction in which you reside (generally under the age of 18), you must have the permission of, and be directly supervised by, your parent or legal guardian to engage with the Post, and your parent or legal guardian must read and agree to this Agreement prior to your engaging with the Post;
3. You will not collect users' content or information, or access the Post using automated means (such as harvesting bots, robots, spiders, or scrapers);
4. You will not create a false identity or impersonate any person;
5. You represent that all of the information you provide to Mars is true and accurate. You are responsible for keeping your personal information secret and secure;
6. You will not solicit other users’ information or attempt to access information belonging to someone else;
7. You will not defame, bully, intimidate, harass, threaten or impersonate any user, and you will not display your or any other user’s confidential or private information engaging with the Post;
8. You will not do anything that could disable, overburden, or impair the proper working of the Post, such as a denial of service attack. You will not upload viruses or other malicious code;
9. You will not put yourself or anyone else in danger while engaging with the Post;
10. You will not use the Post for any unlawful purpose or to facilitate any unlawful activity;
11. You will not facilitate or encourage any violations of these Terms of Use.

GENERAL CONDITIONS

1. We reserve the right to refuse access to or use of the Post to anyone at any time for any reason in our sole

discretion.

2. We reserve the right to change these Terms and you agree that we may notify you of any such changes by posting them on the Post and that your use of the Post subsequent to the posting of such changes shall constitute your acceptance of such changes.

3. We reserve the right to modify or terminate the Post or your access to the Post for any reason, without notice, at any time, and without any liability to you.

4. You hereby agree that Mars may include any advertising and promotions on the Post in our sole discretion. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

MARS CONTENT: The Post contains Content specifically provided by Mars or its partners and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Post.

PRIVACY: Please make sure that you carefully read our Privacy Statement to learn about the information that Mars collects on the Mars Post and how we process it.

PROGRAM PERIOD, MODIFICATIONS AND TERMINATION: The Program begins upon launch of the Post and may be terminated in accordance with the Terms set forth herein ("Program Period"). Company reserves the right to modify, change or add to these Terms at any time without prior notice ("Updated Terms"). You agree that we may notify you of the Updated Terms by making them available via the Post, and that your use of the Post after we have posted the Updated Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms before engaging with the Post. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Post from that point forward. Note that you may need to consent to our Updated Terms in order to continue to use the Post and our services.

Company reserves the right to modify or terminate the Program and corresponding Post at any time and in any manner, in whole or in part, as outlined in these Terms. If for any reason Company determines in its sole discretion that the Post or any aspect of the Post is no longer capable of running as planned or intended for any reason whatsoever (including, without limitation, any occurrences described in these Terms or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Post) Company, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Program in whole or in part at any time.

If any part of these Terms is determined to be invalid or unenforceable for any reason under relevant law, then that part will be deemed replaced with a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining Terms will continue in full force and effect. Company's failure to enforce strict performance of any part of these Terms does not waive any of its rights. We may assign our rights and duties under these Terms to any party at any time.

ELIGIBILITY: Open to legal residents of the 50 U.S.& DC, 16 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, 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: Comment and tag your friends on the Post M&M'S Instagram (www.instagram.com/mmschocolate) and/or Twitter (www.twitter.com/mmschocolate) to enter. Entries must be submitted between 9AM EST on November 9, 2021 and 11:59 PM EST on November 28, 2021 to be eligible. Entries generated by script, macro or other automated means or by any means which subvert the entry process are void. Entries become the sole property of Sponsor.

RANDOM DRAWING: Six (6) winners will be selected in a random drawing from among all eligible entries received, to be held on December 1, 2021 unless otherwise stated. Odds of winning depend on the number of eligible entries received.

WINNER NOTIFICATION: Potential winners will be notified via direct message on Instagram or Twitter, and 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, and at Sponsor's sole discretion, an alternate winner

may be selected.

PRIZE(S): Six (6) winners will each receive one (1) $500 Amex gift card, a first taste of a new product variety, and one (1) year's supply of M&M'S White Chocolate Pretzels, equivalent to 24 total Single Size bags. Prize AVR $547.76. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. 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.

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.

WARRANTY DISCLAIMER: The service and the content are provided "as is", "as available" and Mars does not make any representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, except as required by law.

Mars and its employees, agents, representatives, suppliers, partners, agencies, content providers and the Post developer do not warrant that: (a) the Post will be secure or available at any particular time or location; (b) that the Post will be error free or that any defects or errors will be corrected; (c) any content or software available at or through the Post is free of viruses or other harmful components; or (d) the results of engaging with the Post will meet your requirements. Your use of the Post and content is solely at your own risk.

LIMITATION OF LIABILITY: To the fullest extent provided by applicable law, neither Mars nor any of its employees, agents, representatives, suppliers, partners and/or content providers nor the Post developer will be liable to you under tort, contract, strict liability, negligence or any other legal or equitable theory, for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages), as a result of your use of the Post.

You agree that in the event you incur any damages, losses or injuries that arise out of Mars's acts or omissions, the damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by Mars, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by Mars.

Mars is not responsible for the actions, content, information, or data of third parties, and you release us, our members, officers, employees, and agents from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third parties.

INDEMNIFICATION: You shall defend, indemnify, and hold harmless Mars, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Post, the Content or otherwise from your violation of these Terms of Use, or infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity (save to the extent that a court of competent jurisdiction holds that such claim arose due to an act or omission of Mars). Mars reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Mars in asserting any available defenses.

GOVERNING LAW: These Terms are governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws of such state and are binding upon the parties hereto in the United States and worldwide. You and Mars agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Terms.

MISCELLANEOUS PROVISIONS: These Terms, together with Mars, Incorporated legal terms and our Privacy Statement, contain the entire understanding by and between Mars and you with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein. You will not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law,

without the prior written consent of Mars. Mars may assign these Terms of Use or any rights hereunder without your consent.

If any provision of these Terms of Use is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from these Terms of Use and will not affect the validity and enforceability of any remaining provisions. Mars's failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. No waiver of any of these Terms of Use will be deemed a further or continuing waiver of such term or condition or any other term or condition.

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