

# MARS

M&M'S Fan Car Mosaic Sweepstakes  
eyebrow

## M&M'S Fan Car Mosaic Sweepstakes

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**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

The M&M's Fan Car Mosaic Sweepstakes (the "Sweepstakes") starts on February 16, 2022 at 12:00 a.m. Eastern Time ("ET") and ends on August 25, 2022 at 11:59 p.m. ET (the "Sweepstakes Period"). The Sweepstakes Period will be divided into six (6) monthly entry periods, as further outlined in the chart below (each, a "Monthly Entry Period").

Monthly Entry Period	Begins at 12:00 a.m. ET on:	Ends at 11:59 p.m. ET on:	Random drawing conducted on or about:
1	February 16, 2022	March 31, 2022	April 1, 2022
2	April 1, 2022	April 30, 2022	May 1, 2022
3	May 1, 2022	May 31, 2022	June 1, 2022
4	June 1, 2022	June 30, 2022	July 1, 2022
5	July 1, 2022	July 31, 2022	August 1, 2022
6	August 1, 2022	August 25, 2022	August 26, 2022

**ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are eighteen (18) years of age or older. Employees of Mars, Incorporated (“Sponsor”), Weber Shandwick (“Administrator”), and their respective parents, subsidiaries, affiliates and their promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. Sweepstakes is subject to all applicable federal, state and local laws. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Twitter.

**HOW TO ENTER:** During the Sweepstakes Period, become a follower of @mmschocolate on Twitter (if you have not already done so). Then, post a tweet containing a photo of yourself (i.e. a selfie) and include the hashtags #mmsfancar and #sweepstakes to receive one (1) entry in the applicable Monthly Entry Period drawing and one (1) entry in the Grand Prize drawing. If you choose to tweet using your mobile phone, standard data fees for messages sent and received may apply. See your wireless provider for pricing plan details. A Twitter account is required to enter online and can be opened for free at <http://twitter.com>. Entries must be received by the dates and time specified in the chart above to be eligible for the applicable Monthly Entry Period drawing and must be received by August 25, 2022 at 11:59 p.m. ET to be eligible for the Grand Prize drawing.

Limit of one (1) entry per person using only one (1) Twitter username per day throughout the Sweepstakes Period. Entries received from any person or email address in excess of the stated daily limitation will be void. Entries generated by script, macro, or other automated means and entries made by any means or practices which subvert the entry process are void.

**PHOTO REQUIREMENTS:** Photos may not contain, as determined by the Sponsor or Administrator, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

By submitting a photo on Twitter , entrant hereby grants permission for the photo to be posted on [www.mms.com](http://www.mms.com) or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of photos by third parties. Released Parties do not guarantee the posting of any photo and may remove a posted photo at any time.

**RANDOM DRAWINGS/ODDS:** One (1) potential winner for each Monthly Entry Period will be selected in a random drawing by Administrator held on or about the dates outlined in the chart above from among all eligible entries received for the applicable Monthly Entry Period (for a total of six (6) potential Monthly Entry Period winners throughout the Sweepstakes Period). One (1) potential Grand Prize winner will be selected in a random drawing by Administrator held on or about August 26, 2022 from among all eligible Grand Prize entries received throughout the Sweepstakes Period. Non-winning entries from one Monthly Entry Period drawing will carry over to subsequent Monthly Entry Period drawings. Odds of winning a Monthly Entry Period prize depend on the number of eligible entries received for each Monthly Entry Period. Odds of winning a Grand Prize depend on the number of eligible entries received throughout the Sweepstakes Period. No individual who wins a prize in any of the Monthly Entry Periods may be eligible for the Grand Prize.

**WINNER NOTIFICATION:** Potential winners will be notified by mail, phone, and/or e-mail after the relevant drawings occur and may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within seven (7) days of date of issuance. If such documents are not returned within the specified time period, prize notification is returned as undeliverable, Sponsor or Administrator is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate winner may be selected.

**MONTHLY ENTRY PERIODS 1-4 PRIZES (One (1) per Monthly Entry Period):** Each winner will receive one (1) M&M's Racing die-cast, autographed by Kyle Busch. Approximate Retail Value ("ARV") of each prize: \$59.99.

**MONTHLY ENTRY PERIODS 5-6 PRIZES (One (1) per Monthly Entry Period):** Each winner will receive one (1) M&M's Racing mini helmet signed by Kyle Busch. ARV of each prize: \$49.99.

**GRAND PRIZES (1,000):** Each winner will have their entry photo incorporated within a mosaic art design to be featured on the final No.18 M&M'S Camry car of the 2022 NASCAR Cup Series season. The mosaic design will be made up of all Grand Prize winner entry photos. There is no ARV associated with the Grand Prize.

**PRIZE CONDITIONS:** All federal, state and local taxes and all other costs associated with prize acceptance are the sole responsibility of the winners. Exact value of autographed merchandise will be subject to market fluctuations. Exact location and size of each Grand Prize entry photo on car mosaic art design to be determined by Sponsor, in its sole discretion. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Total ARV of all prizes: \$339.94.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge and hold harmless Sponsor, Administrator, Twitter and their respective affiliates and their franchisees, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and 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 any Sweepstakes-related activity or the acceptance, possession, use or misuse of a prize (or any portion thereof); and (c) to the use of his/her name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Sweepstakes without the prior consent of the Sponsor, which may be withheld in its sole discretion.

**LICENSE/USE OF PHOTOS:** By submitting a photo, and to the extent allowed by law, you grant the Released Parties a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your photo, Twitter username, and biographical material including, but not limited to, all materials submitted in connection with the Sweepstakes in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, postage-due mail, or garbled entries, tweets or photos, or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or 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, tweets or photos, the announcement of the prizes, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Sweepstakes or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Sweepstakes or website, 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 and all associated entries will be void. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised for any reason, including 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 (or portion thereof) and, if terminated, at its discretion, select the potential winner(s) for the drawing at issue from among all non-suspect, eligible entries received for the applicable drawing(s) prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

**CHOICE OF LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the substantive laws of the State of New Jersey, USA. **Each party** agrees that any legal action, proceeding, controversy or claim between the parties arising out of or relating to these Official Rules may be brought and prosecuted only in the state or federal courts in the State of New Jersey, and by agreeing to these Official Rules each party hereto submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum. Each party hereto waives any right it may have to a jury trial in connection with any legal action, proceeding, controversy or claim between the parties arising out of or relating to these Official Rules.

**NAMES OF WINNERS:** For a list of the winners (available after August 30, 2022), send a self-addressed stamped envelope to "M&M'S Fan Car Mosaic Sweepstakes", 875 N.

Michigan Avenue, Suite 2400 by September 30, 2022.

**SPONSOR:** Mars Wrigley Confectionary US, LLC, 800 High St, Hackettstown, NJ 07840.

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