

MARS

Mars Holiday Movie Sweepstakes
eyebrow

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Official Rules

The Mars Holiday Movie Sweepstakes (the “Sweepstakes”) starts on November 3, 2022 at 12:00 a.m. Eastern Time (“ET”) and ends on November 20, 2022 at 11:59 p.m. ET (the “Sweepstakes Period”). Entries not received within the Sweepstakes Period will be void.

ELIGIBILITY: Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia, who are sixteen (16) years of age or older. Eligible minor must obtain their parents or legal guardians permission prior to participating. Employees of Mars Wrigley Confectionery US, LLC (“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, log on to your Twitter account and locate the tweet from the M&M’S® Twitter account [@mmschocolate](#) or the Dove® Twitter

account [@DoveChocolate](#) announcing the Sweepstakes (the "Tweet"). Then, reply to either Tweet using the hashtag #MarsMovieSweepstakes and tag one (1) friend that you want to watch a holiday movie with to receive one (1) entry in the Sweepstakes. 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 and can be opened for free at <http://twitter.com>. Entries must be received by November 20, 2022 at 11:59 p.m. ET to be eligible.

Limit of one (1) entry per person using only one (1) Twitter username throughout the Sweepstakes Period, regardless of the Tweet replied to. Entries received from any person or Twitter account 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.

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

- is sexually explicit or suggestive; 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 Sponsor, 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 an entry on Twitter, entrant hereby grants permission for the entry to be posted on Twitter or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of entries by third parties. Released Parties do not guarantee the posting of any entry and may remove a posted entry at any time.

RANDOM DRAWING/ODDS: At the conclusion of the Sweepstakes Period, ten (10) potential winners will be selected in a random drawing from all eligible entries received throughout the Sweepstakes Period. Odds of winning the prize depend on the number of eligible entries received.

WINNER NOTIFICATION: Potential winners will be notified the week of November 21 by Sponsor and Administrator via a Twitter direct message or comment 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. If a potential winner is an eligible minor in his/her jurisdiction of residence, prize may be awarded in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

PRIZES (10): Each winner will receive one (1) \$400 Visa gift card, \$40 of M&M'S® Espresso Dark Chocolate Candies and DOVE® PROMISES® Silky Smooth Holiday Brownie Batter seasonal products, and \$40 of MMS.com gift guide products included in the Holiday Gift Box Bundle. Approximate Retail Value ("ARV") of each prize package awarded is: \$480.

PRIZE CONDITIONS: All federal, state and local taxes and all other costs associated with prize acceptance are the sole responsibility of the winners. 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: \$4,800.

GENERAL CONDITIONS: By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsor and Administrator, which shall be final and binding in all respects relating to this Sweepstakes; (b) to release, discharge, indemnify and hold harmless Sponsor, Mars, Incorporated, 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 foregoing (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, 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. None of the Released Parties 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). 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 Sponsor, 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 Sponsor. All causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action.

LICENSE/USE: By submitting an entry, 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 entry, 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, or garbled entries, tweets, 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, replies, 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 any Mars websites. Persons who tamper with or abuse any aspect of the Sweepstakes or any Mars websites, 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 winners from among all

non-suspect, eligible entries received for the drawing prior to action taken. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY MARS WEBSITES 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 entrants 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 November 30, 2022), send a self-addressed stamped envelope to “Mars Holiday Movies Sweepstakes”, 110 Edison Place, Newark, New Jersey 07102. by December 30, 2022.

NO AFFILIATION WITH TWITTER: This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. Any questions, comments or complaints regarding the Sweepstakes should be directed to Sponsor, not Twitter.

SPONSOR: Mars Wrigley Confectionery US, LLC 110 Edison Place, Newark, New Jersey 07102.

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