

MARS

ORBIT GUM #GR4M SWEEPSTAKES
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OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. INTERNET ACCESS REQUIRED. VOID WHERE PROHIBITED.

1. PROMOTION DESCRIPTION. The ORBIT® GR4M Giveaway (the “Sweepstakes”) is a social media Sweepstakes that begins at 12:00:00 AM Eastern Time (“ET”) on 4/16/24 and ends at 11:59:59 PM (ET) on 5/31/24 (the “Promotion Period”).

2. ELIGIBILITY. Open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors of Mars Wrigley Confectionery US, LLC (“Sponsor”), its parent company, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising, marketing and promotion agencies and each of their respective officers, directors and employees (collectively, “Promotion Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All applicable federal, state, and local laws apply. Void where prohibited or restricted by law.

3. HOW TO ENTER. You may enter the Sweepstakes via TikTok by going to <http://www.tiktok.com> and logging into your TikTok account. Then, complete all of the following steps to enter: (i) follow the ORBIT® Gum account (@orbitgum) on TikTok; (ii) find and comment on the Sweepstakes post made by @orbitgum on 4/16/24 on TikTok along with the hashtag #entry (“Hashtag”); and (iii) tag a friend in your comment (collectively, the “Entry”). Entry must be completed from the entrant’s non-private TikTok account. If you do not have a TikTok account, establishing one is free. Direct any questions, comments, or complaints regarding the Sweepstakes to Sponsor, not TikTok. Limit one (1) Entry per person in the Sweepstakes. Multiple Entries from any person will be void.

Each Entry must meet the following “Entry Requirements” (any Entry that, in Sponsor’s sole and absolute discretion, violates the following criteria will be disqualified):

- Entries must be posted from a non-private social TikTok account;
- Entrant must be the rightful owner of the TikTok account associated with the Entry;
- Entry must comply with TikTok’s terms and conditions as posted on its platform;
- Entry must NOT contain subject matter which is, or could be considered, in the sole discretion of the Promotion Entities, obscene, pornographic, violent (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), defamatory, libelous, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g., illegal gambling, underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, hateful, degrading, harassing, or otherwise unlawful, tortious or objectionable or not in keeping with Sponsor’s image;
- Entry must NOT contain any derogatory references to any of the Promotion Entities or their respective products or services or other companies, people, products or services.

Note: Sponsor reserves the right, in its sole discretion, to disqualify any Entry in the Sweepstakes if Sponsor views the Entry as potentially infringing or otherwise a violation or potential violation of a third party’s rights or if it deems the Entry to be lacking in taste, quality, or to be otherwise objectionable.

Entrants understand that they are posting their Entry at their sole risk. Released Parties (as defined below) are not responsible for any claims arising from the Entries, specifically including, but not limited to, claims for intellectual property infringement and privacy rights violations, as well as violations of the social media platform’s terms and conditions.

Proof of entry is not considered proof of delivery to or receipt of such Entry. Furthermore, Sponsor shall have no liability for any Entry that is lost, intercepted or not received by the Sponsor. Only fully completed entries are eligible. All potential winning Entries are subject to verification by Sponsor, whose decisions are final and binding.

In the event of a dispute over the identity of an entrant in the Sweepstakes, participation will be deemed completed by the authorized account holder of the TikTok account used to submit the Entry and such individual must comply with these Official Rules. "Authorized account holder" is defined as the natural person who is the owner of the TikTok account. The potential winner may be required to provide Sponsor with proof that they are the authorized account holder of the TikTok account associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the affected Entry will be deemed ineligible.

4. WINNER SELECTION AND NOTIFICATION: Ten (10) potential winners will be randomly selected from all eligible Entries received during the Promotion Period on or about 6/3/24 by Sponsor or its designee, whose decisions are final. Potential winners will be notified via direct message on TikTok within seventy-two (72) hours of the random drawing with instructions on how to verify eligibility and claim the prize. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If, despite reasonable efforts, a potential winner cannot be contacted or does not respond within forty-eight (48) hours of the first notification attempt, or return all required documents within the specified time period (if applicable), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, or a potential winner is not in compliance with these Official Rules or declines the prize, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners in accordance with the above procedure, after which the prize may go unawarded if it remains unclaimed.

5. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION: Each entrant represents and warrants as follows: (i) the Entry is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Entry is wholly original with the entrant; and (iii) the Entry does not and will not violate any applicable laws, and is not and will not be

defamatory or libelous. By participating in the Sweepstakes, each entrant unconditionally warrants that his/her Entry complies with and abides by the E Requirements and the Official Rules. Each entrant hereby agrees to indemnify and hold the Promotion Entities harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

6. GRANT OF RIGHTS: Each entrant into the Sweepstakes hereby irrevocably grants to Sponsor, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Entry and/or in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising,

marketing, publicity and promotional purposes in connection with the Sweepstakes and other promotions. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Entry for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

7. PUBLICITY RELEASE: By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant or winner of the Sweepstakes, each entrant irrevocably grants the Promotion Entities and their respective successors, assigns and licensees, the right to use such entrant's name, TikTok username, likeness, and biographical information in any and all media for any purpose, including without limitation, advertising and promotional purposes, worldwide in perpetuity, without further compensation, notification, or permission in perpetuity and hereby releases the Promotion Entities from any liability with respect thereto, where permitted by law.

8. PRIZES/APPROXIMATE RETAIL VALUES (ARV)/ODDS: Ten (10) Grand Prizes are available. Each Grand Prize consists of one (1) Self-Care Kit consisting of one (1) selfie light, one (1) speaker and headbands; one (1) Sheila Stotts hairbrush; one (1) IT® Cosmetics brush; one (1) Herbivore Jade face roller; one (1) pack of ORBIT® Gum White Sweet Mint, three (3) packs of ORBIT® Gum Sweet Mint.) (ARV \$250 each prize). Total ARV of all Grand Prizes: \$2,500. Unclaimed prizes may not be awarded. Odds of winning depend on total number of eligible entries received. All applicable federal, state and local taxes on prize as well as any costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the prize winners. No cash equivalents, substitutions or transfer of prize permitted except that Sponsor reserves the right to substitute a prize (or portion thereof) of equal or greater value. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Sponsor is not responsible for any change of mailing address and/or email address of entrants. All prize details are at Sponsor's sole discretion. Limit one (1) prize person/household. Prizes will be sent via U.S. mail within 4-6 weeks following the conclusion of the winner verification process.

9. GENERAL: By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects.

Any attempted form of entry into the Sweepstakes, other than the entry method stated, is prohibited, including, but not limited to, E tries submitted by script, macro, other automated means.

If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers

with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes; and award the prizes from among all eligible non-suspect Entries received up to the action taken by the Sponsor provided a sufficient number of eligible Entries have been received or as otherwise deemed fair and appropriate by Sponsor.

Caution: Any attempt by any person to deliberately damage the platform or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages f(including attorneys' fees) from any such person to the fullest extent of the law.

10. LIMITATIONS AND RELEASES: By entering Sweepstakes, entrants agree to release, hold harmless, and indemnify Promotion Entities, TikTok, Inc., their related companies, and the directors, officers, employees, assigns of each of the foregoing (collectively, "Released Parties") from and against any and all claims, liability, cause of action, or any injuries, losses or damages of any kind (including property damage, personal injuries or death arising out of participation or attempt to participate in the Sweepstakes or receipt or use of any prize.

Released Parties are not responsible for lost, late, mutilated or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware, software, electronic, network, telephone or other communications malfunctions, errors or failures of any kind, errors in transmission, lost or unavailable network connections, telephone connections, wireless phone connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture or entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed transmissions which may limit or restrict a participant's ability to enter the Sweepstakes, 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, 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 any injury or damage to

participant's or any other person's computer or other device, or other matter relating to or resulting from participating in this Sweepstakes or downloading any materials in the Sweepstakes.

11. PRIVACY: For information about how the Sponsor uses your personal information, please see its privacy policy found at mars.com/privacy.

12. DISPUTES: THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN WARREN COUNTY, NJ. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW JERSEY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HACKETTSTOWN, NJ. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. POTENTIAL WINNERS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY POTENTIAL WINNER AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

13. WINNERS' LIST: For names of winners, send a self-addressed, stamped envelope by 8/15/24 to: ORBIT® GR4M Giveaway, Attn: Winners' List, 110 Edison Place, Newark, NJ 07102. Winners' list to be available after 6/15/24.

14. SPONSOR: Mars Wrigley Confectionery US, LLC, 110 Edison Place, Newark, NJ 07102.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH TIKTOK. TIKTOK IS COMPLETELY RELEASED OF ALL LIABILITY BY EACH ENTRANT IN THIS SWEEPSTAKES.

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