



2025 M&M'S® Ice Cream Sandwich Summertime Sweepstakes

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Published June 2, 2025

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

By entering, you agree to these Official Rules and the decisions of Mars Wrigley Confectionery US, LLC (the "Sponsor"), which shall be final and legally binding in all respects; and you agree to provide your information to the Sponsor which will only be used in accordance with the Sponsor's privacy policy which may be viewed at <https://www.mars.com/privacy>.

Sweepstakes Entry Period: The Sweepstakes will consist of one (1) drawing of one (1) potential winner. Entry period begins at 12:00:01 a.m. Eastern Time ("ET") Wednesday May 22nd, 2025, and ends at 11:59:00 p.m. ET on Wednesday August 6, 2025 ("Sweepstakes Entry Period").

LIMIT: One (1) entry per person/social media account handle. Limit one Prize per person/household.

ELIGIBILITY: Open to legal residents of the 50 U.S.& DC, 18 or older at the time of entry. Employees, agents, officers & directors of Sponsor and its respective parents, subsidiaries, affiliates & advertising & promotion agencies and the immediate families and individuals living in the same households of any of the foregoing individuals (the "Promotion Entities") are ineligible to participate or win a Prize. "Void where prohibited. Subject to all applicable federal, state& local laws. Winning a Prize is contingent on fulfilling all requirements in these Official Rules.

HOW TO ENTER: During the Sweepstakes Entry Period, enter the Sweepstakes by visiting the official M&M'S Instagram account (@mmschocolate) and following the directions on the applicable post ("Sweepstakes Post"). Each comment that follows the instructions in the Sweepstakes Post using the **#M&MsSummerSweepstakes** hashtag and comment about your love for M&M's ice cream and tag a friend will consist of one entry ("Entry"). Entries must be submitted by the time and date stated in these Official Rules and 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 an Instagram account, establishing an account is free. All Instagram terms apply. Your Instagram account must be set to “public” in order for your entry to be eligible. You can return the applicable account to “private” any time 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. 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: One (1) potential winner will be selected in a random drawing from among all eligible entries received, to be held within five (5) days following the entry deadline. Odds of winning depend on the number of eligible entries received. Sponsor reserves the right to change the drawing date and time in its sole discretion.

WINNER NOTIFICATION: Potential winner will be notified via a comment on his/her winning post, @ reply and/or direct message and will have 48 hours from notification to respond to Sponsor in the manner specified or they will forfeit the prize, and an alternate potential winner may be randomly selected in Sponsor’s sole discretion. Potential winner may be required to sign, have witnessed and return within the time specified by Sponsor a winner Declaration of Eligibility, Liability and Publicity Release. If potential winner fails to (timely) respond, is unable for any reason to accept prize, provide or satisfy required documentation, or follow instructions within the time specified by Sponsor, or is otherwise non-compliant, or found to be ineligible, they will forfeit the prize, and an alternate potential winner may be randomly selected in Sponsor’s sole discretion as provided herein. One (1) additional attempt to notify such potential winner will be made; thereafter, that person will not be notified again and will forfeit the prize opportunity. Two (2) additional separate attempts to award the Prize will be made; thereafter that prize will not be awarded and there will not be a second-chance drawing. Promotion Entities shall have no liability for any prize notification that is intercepted, unheard, not received, not delivered, misdirected (i.e. into spam/junk folders), not timely acted upon, or otherwise not responded to by a potential winner for any reason whatsoever, and prize will be forfeited. Prize or prize notifications that are unawarded, unclaimed, undelivered, misdirected or returned will not be re-awarded. Prize notification does not confer winner status; prize award is subject to verification of eligibility and compliance with the above requirements, and all other terms in these Rules.

PRIZE(S): Only the Prizes listed below are available to be awarded in the Sweepstakes:

- Three (3) 24 ct cartons of M&M Cookie Ice Cream Sandwiches (\$77.04)
- 1 Micro Freezer (Retail value \$400)

Total ARV of the prize is Estimate \$477.04

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. Winner will not receive the difference between actual and approximate retail value. ARV pricing may vary depending on market fluctuations. All prize details are at Sponsor’s sole discretion. Limit one (1) prize per person per sweepstakes. In no event will Sponsor be responsible for awarding more than one prize.

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 without additional compensation, notification or permission.

Limitations of Liability:

To the fullest extent permitted by applicable law, entrants and winner agree to release, indemnify, defend and hold harmless (“release”) Promotion Entities, and each of their officers, employees, shareholders, successors, assigns, contractors, agents, and representatives, and any social media platform used to facilitate the Promotion (collectively, “Released Parties”) from and against any and all threatened or actual claims, debts, demands, actions, causes of action, suits, proceedings, judgments, settlements (whether or not litigation is commenced), obligations, damages (including without limitation wrongful death, bodily or personal injury and disability), losses, accounts, reckonings, executions, liabilities, costs and expenses (including reasonable attorney’s fees), property damages and any other losses, penalties or fines whatsoever of any kind or nature, whether at law or in equity, known or unknown, asserted or un-asserted, existing now or arising in the future (“Disputes”) asserted in, arising out of or based upon participation (or inability to participate) in the Promotion, the use of the entry, the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto, personal injuries, death, damage to or

destruction of property, rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), all whether under a theory of contract, tort (including negligence), warranty or other theory, any act, default, omission, non-compliance, and/or a violation or breach of any agreement, representation, warranty or covenant made herein, or any other agreements by/with entrant, winner, the Promotion Entities, and/or any other party or entity. Further, to the maximum extent permitted by law, and without limiting the foregoing, entrants and winner covenant not to sue any Released Party or cause them to be sued regarding any matter released herein, and further covenant not to disaffirm, limit or rescind these releases. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any provision determined to be invalid shall be stricken to the extent of its invalidity and the remainder of these Rules shall remain in full force and effect.

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OF THE ENTRY IN WHOLE OR IN PART, THE DELIVERY, ACCEPTANCE, USE, MIS-USE OF A PRIZE OR ANY FAILURE WITH RESPECT THERETO OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PLATFORMS OR WEBSITE(S) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). Without limiting the foregoing, this Promotion is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to, the implied warranties or conditions of merchantability, fitness for a particular purpose, and non-infringement.

Disputes. Sponsor's (and its authorized representatives') decisions are final and binding in all matters and disputes relating to this Promotion, including, but not limited to, interpretation and application of these Official Rules. For greater certainty, such matters and disputes are to be resolved in Sponsor's sole discretion. By entering, entrants waive all rights to jury trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. For any controversy or claim arising out of or relating to these Official Rules and/or the Promotion, entrants and Sponsor irrevocably submit and consent to the exclusive jurisdiction of a binding one-person arbitration panel located in Hackettstown, New Jersey. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO CONFLICT OF LAWS.

General Conditions. Released Parties are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, scoring errors or other problems or errors related to participation in the Sweepstakes or other errors or problems of any kind whether typographical, printing, human, mechanical, computer, electronic or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the results of the Sweepstakes, the conduct of the Drawing or the results of the Drawing, the incorrect uploading of any Entry, the announcement of the Prizes or in any Sweepstakes -related materials or for any damage to your or any other person's computer hardware or software as a result of participation. Released Parties are not responsible for Entries, emails or other

communications of any kind that are late, lost, stolen, incomplete, inaccurate, undelivered, misdirected, garbled or delayed by computer transmissions. Persons found tampering with or abusing any aspect of this Sweepstakes or who are in violation of these Official Rules as solely determined by the Sponsor or Administrator will be disqualified and all associated Entries will be void. Every Entry must be manually entered by the individual participant and repetitive automated electronic submission of entries is specifically disallowed. In the event the Sweepstakes is compromised by virus, bugs, non-authorized human intervention, artificial intelligence ("AI"), or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, or if the Sweepstakes is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to suspend or terminate the Sweepstakes or any portion thereof and/or terminate the participation of any Entrant (and void his/her Entry) whose conduct potentially compromises the Sweepstakes and, if terminated, at Sponsor's discretion, and if possible conduct a random drawing from all non-suspect Entries received up to time of such action to award the Prizes or to award Prizes as otherwise deemed fair and appropriate by Sponsor.

If there is conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

FORCE MAJEURE: Promotion Entities shall not be liable to entrants, winner or any other person or entity for failure to execute the Promotion or any element thereof or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, cancellation or delay of/at an event, epidemic or pandemic, or any similar or dissimilar event beyond their reasonable control.

Winner's List: For names of the winners, send a direct message to the official M&M'S® Brand Instagram account handle. Request must be received by 12/31/2025.

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, Facebook, Instagram or Twitter.

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