



Skittles® Gaming Flute Scavenger Hunt Official Rules  
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# Skittles® Gaming Flute Scavenger Hunt Official Rules

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**As a condition of participating in the Skittles Gaming Flute Scavenger Hunt (“Promotion”), you agree to be fully and unconditionally bound by these Official Rules and the decisions of Mars Wrigley Confectionery US, LLC (“Sponsor”) and its judges and designees, whose decisions shall be final and binding in all respects, and to waive any right to claim ambiguity in the Promotion, these Official Rules, or the Promotion materials (e.g., live stream or related promotional materials). The Promotion is subject to applicable federal, state, and local laws and regulations and is VOID WHERE PROHIBITED OR RESTRICTED BY LAW. Winning and receiving a prize (as defined in Section 6) is contingent upon fulfilling all requirements set forth herein.**

**Eligibility:** The Promotion is open only to legal U.S. residents, 18 years of age or older, who is able to participate in the Promotion in-person. NO MINORS MAY PARTICIPATE IN THIS PROMOTION. Employees of Sponsor, DDB Chicago Inc., BBDO Worldwide Inc., GameStop Corp. and prize fulfillment vendors, as well as each of their immediate family and household members, are not eligible to participate or win in any Promotion.

**How to Participate:** The Promotion is in the form of an in-person scavenger hunt, whose objective is to be the first to locate a Skittles Gaming Flute at a GameStop retailer near entrant’s home. It is possible the prize will not be found or awarded. If the Skittles Gaming Flute is not found by store close on March 23<sup>th</sup>, 2026, Sponsor reserves the right to terminate the Promotion. Entrants must comply with the participation requirements set forth below.

From Sunday, March 22, 2026, to Tuesday, March 24, 2026 PointCrow shall announce commencement of the Promotion on its live feed at <https://www.twitch.tv/pointcrow> including instructions for where to find these Official Rules (available at <https://www.tiktok.com/@skittles> and <https://www.instagram.com/skittles/>). Prior to participating, it is your obligation to read and understand these Official Rules. To participate, (1) go to a GameStop retail location within the continental United States, (2) try to locate the Skittles Gaming Flute behind the counter (there is only one flute in one location), and (3) say the password “Control the Rainbow” to the nearest sales

representative. THE PRIZE WILL NOT BE HIDDEN IN ANY MERCHANDISE. THERE WILL ONLY BE ONE SKITTLES GAMING FLUTE IN ONE LOCATION, AND ONCE LOCATED, THE PROMOTION IS COMPLETED.

AS A CONDITION OF PARTICIPATION AND WINNING, YOU MUST COMPLY WITH THE FOLLOWING:

- You must be 18 years of age or older.
- You must not speed, violate traffic laws or engage in irresponsible behavior in an attempt to claim the prize.
- Do not engage in unsportsmanlike conduct.
- Do not open, move, damage or disturb store merchandise or displays.
- Be respectful to GameStop sales representatives and customers.
- Follow all GameStop retailer rules and regulations.

Any violation of these Official Rules is grounds for immediate disqualification. Sponsor reserves the right to suspend or cancel the Promotion if participation interferes with its ability to conduct the Promotion in a safe and responsible manner, as determined by Sponsor in its sole discretion.

**Prize:** One (1) Skittles Gaming Flute (ARV \$200) will be awarded to the first-found, first-validated participant. Prize is not transferrable or exchangeable for cash. Winner is solely

responsible for all federal, state and local taxes and any other costs or expenses in connection with participating in the Promotion, claiming or using prize. The designated GameStop judge shall award the winner in its sole discretion. If an entrant participates as a team, the designated GameStop judge shall have the sole discretion to select the individual winner.

**Potential Winner Notification and Prize Award:** The potential winner will be required to sign and return a Declaration of Eligibility and Liability Release in order to claim the prize. If the potential winner fails to sign the Declaration at the time of prize award, the prize will be forfeited and Sponsor may select an alternate winner. Sponsor reserves the right to verify potential winner's eligibility and compliance with these Official Rules as Sponsor determines. Receiving a prize is contingent upon compliance with these Official Rules. Without limiting the foregoing, everything regarding this Promotion, including the Prize, is provided "as is" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Odds of winning depend on the number of participants who engage in the Promotion.

**Liability Release:** By participating in this Promotion, entrants agree that Sponsor, GameStop Corp., DDB Chicago Inc., BBDO Worldwide Inc., prize administration and fulfillment vendors, and their respective parents, affiliates, subsidiaries, divisions, representatives, employees, officers, directors, stockholders, agents and designees ("Released Parties") are not responsible for: (i) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (ii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iii) any technical, mechanical, printing or typographical or other error; (iv) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; or (v) any injury or damage, whether personal or property, to entrants or their companions resulting from participating in the Promotion and/or accepting a Prize.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules, (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's registration, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f)

any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Promotion is not capable of running as planned or the integrity or feasibility of the Promotion is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable, without any further obligation provided a sufficient number of eligible registrations are received.

**Publicity Release:** Except where prohibited, participation in the Promotion constitutes each participant's consent to Sponsor's and its agents' and designees to use of winner's name, likeness, photograph, voice, opinions and/or hometown and state in perpetuity for promotional purposes in any media, worldwide, without further payment or consideration to winner and without winner's approval of any advertising or marketing materials.

**General Conditions:** In no event shall Sponsor be required to award more than the number of prizes stated in these Official Rules. Unclaimed prizes may not be awarded. Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error, safety or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN COOK COUNTY, ILLINOIS. 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 THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“AAA RULES”). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN ILLINOIS. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN COOK COUNTY, ILLINOIS. 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 TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION OCCURRED OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

**Use of Personal Information:** Sponsor may use personal information of entrants to administer the Promotion, fulfill prizes, maintain records of the Promotion and as otherwise required by law.

**Winner List:** Sponsor may post winners on its websites and social media page

Participants may print a copy of these Official Rules for their personal use. All other rights are reserved.

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