

MARS

2026 SKITTLES® FUEG-HOLE Promotion Official Rules
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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 **2026 SKITTLES® FUEG-HOLE Promotion** (the “**Promotion**”) begins at 12:00:00 AM Eastern Time (“**ET**”) on 4/7/26 and ends at 3:59:59 PM (ET) on 4/10/26 or when the “Prize” (as described below) is claimed, whichever occurs first (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 who are in the Austin area

during the Promotion Period. Employees, officers, and directors of Mars Wrigley Confectionery US, LLC (“**Sponsor**”), their respective parent companies, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees 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. By participating in this Promotion, participants agree to be bound by the Official Rules and the decisions of the Sponsor, which are final and binding in all respects.

- 3. HOW IT WORKS.** During the Promotion Period, clues will be posted on Sponsor’s Instagram and TikTok accounts @Skittles leading to the location of the Fuego-HOLE activation in Austin, TX. The first person to find the Fuego-HOLE physical location and say the password “**Swicy**” to a designated brand ambassador at the Fuego-HOLE will win the Prize, subject to verification of eligibility and compliance with these Official Rules. In the event the first person is ineligible or declines the Prize for any reason, the next person to qualify for the Prize will win the Prize, subject to verification of eligibility and compliance with these Official Rules. **Direct any questions, comments, or complaints regarding the Promotion to Sponsor, not Instagram or TikTok.**

Any potential Prize winner must present a valid photo ID confirming eligibility and sign a Declaration of Eligibility and Release of Liability and Publicity on-site prior to being declared the Official Prize winner by the Sponsor or its designee. Failure to do so will result in the potential winner being disqualified and the next person to qualify for the Prize will win the Prize, subject to verification of eligibility and compliance with these Official Rules.

If the Prize is not claimed by an eligible person by the end of the Promotion Period, it will not be awarded.

- 4. PRIZE/APPROXIMATE RETAIL VALUE (“ARV”).** One (1) Prize is available. The Prize consists of SKITTLES® Gummies Fuego product for a year (awarded in the form of forty (40) packs of small peg bags) and the framed Fuego-HOLE installation. The ARV of the Prize is \$1,580. All applicable federal, state and local taxes as well as any costs and expenses associated with acceptance and use of the Prize are the sole responsibility of the Prize winner. No cash equivalents, substitutions or transfer of Prize permitted except that Sponsor reserves the right to substitute a prize of comparable or greater value. Prize is awarded “as is” with no warranty or guarantee, either express or implied. All Prize details are at Sponsor’s sole discretion.

5. **PUBLICITY GRANT.** Acceptance of the Prize shall be construed as and signify the winner's agreement and consent that Sponsor and its affiliates and designees may use the winner's name, voice, likeness and/or prize information and any statements made by Prize winner about the Promotion and/or Sponsor in any and all media now known or hereafter devised throughout the world, in perpetuity, without additional compensation or consideration, review, approval, notification or permission, unless prohibited by law.

6. **GENERAL/RELEASE OF LIABILITY.** By participating in the Promotion, participants and winner (i.e. participant that accept the Prize) agree to indemnify, release and hold harmless the Promotion Entities, Meta Platforms (dba Instagram), and TikTok, Inc, and their respective parent companies, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, "**Released Parties**") from and against any claim, liability, or cause of action arising out of participation or attempt to participate in the Promotion (including any injury or harm resulting from the search for the Fuego-HOLE) or receipt, acceptance, possession, use, or misuse of the Prize.

Released Parties are not responsible 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 clues, 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 participate, including any injury or harm to participant relating to or resulting from participating in this Promotion; or for 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the posting of clues, the announcement of the Prize or in any Promotion-related materials.

While participating in the Promotion, you must be aware of your surroundings. You agree not to harass, threaten or otherwise violate the legal rights of others. You will not trespass, or in any manner attempt to gain or gain access to any property or location where you do not have a right or permission to be and will not otherwise engage in any activity that may result in injury, death, property damage, nuisance, or liability of any kind. If you have a dispute with any third party while participating in

the Promotion, you release and agree to indemnify the Released Parties from all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes.

7. **PRIVACY:** Except as may be otherwise contemplated in these Official Rules, any personal information collected in connection with this Promotion will be used in accordance with the Sponsor's privacy policy found at mars.com/privacy.

8. **DISPUTES:** THIS PROMOTION 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 WINNER AGREES THAT THE RIGHTS AND OBLIGATIONS OF ANY POTENTIAL WINNER AND/OR RELEASE PARTIES 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 PROMOTION, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

9. **WINNERS' LIST:** For name of Prize winner, send a self-addressed, stamped envelope by Wednesday, April 15, 2026 to: **2026 SKITTLES® FUEG-HOLE Promotion**, Attn: Winners' List, 110 Edison Place, Newark, NJ 07102. Winners' list to be available after Wednesday, April 15, 2026.

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

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