

M&M'S® CARAMEL + PEANUT BUTTER INSTANT WIN PROMOTION

OFFICIAL RULES

NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A VALID EMAIL ADDRESS IS REQUIRED.

- 1. ELIGIBILITY:** The M&M'S® Caramel + Peanut Butter Instant Win Promotion (the "Promotion") is offered only to legal residents of the 50 United States and the District of Columbia, who are 13 years of age or older at the time of entry. Void where prohibited or restricted by law. Employees, officers and directors, and their immediate family members (spouses, siblings, parents and children, including foster and step-relations, and their respective spouses) and household members (whether or not related) of Mars Wrigley Confectionery US, LLC ("Sponsor"), HelloWorld, Inc. ("Administrator"), The Integer Group, their respective owners, parents, subsidiaries and affiliates, advertising and promotion agencies, and any companies involved in the implementation and execution of the Promotion (collectively, the "Promotion Entities") are not eligible. By participating, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding on all matters relating to the Promotion.
- 2. PROMOTION PERIOD:** Promotion starts on or about noon Eastern Time (ET) on June 17, 2019 and ends at 11:59:59 p.m. ET on September 9, 2019 ("Promotion Period"). The clock on Administrator's server shall be the official time keeping device for this Promotion.
- 3. HOW TO ENTER:** There are two ways to participate in the Promotion:
 - a. Enter with a Promotion Code from a Qualified Purchase via Text.** During the Promotion Period, an eligible entrant ("Entrant") must purchase a specially marked package of M&M'S Caramel or M&M'S Peanut Butter candies (a "Qualified Purchase"), to receive a unique code ("Promotion Code") printed on the inside of the package. Then, text the keyword WIN to 97664, and follow the instructions in automated reply texts to provide Entrant's birthdate, first and last name, and email address, to select the "Prize Type" Entrant would like to play for using either the following terms or emojis: movies 🎬; sports ⚾; or music 🎸, and to enter the Promotion Code (herein "Text Entry"). By submitting a Text Entry, Entrant agrees to be bound by Sponsor's Privacy policy (<http://www.mars.com/global/policies/privacy/pp-english>) and Administrator's mobile terms (<http://www.helloworld.com/terms>). **Important: By entering via text message, you authorize Administrator to send autodialed reply texts to the number you provide. Consent is not a condition of purchase. For every text you initiate, you will receive up to 7 automated reply texts.** To opt-out/stop of participating in this Promotion through text message, text the word STOP to 97664. Entrants will receive a text message confirming the decision to opt-out. Once an entrant opts-out, he/she may not opt-in to enter by text message. However, Entrant may enter through On Line Entry (defined

below). Sending STOP after entry is complete may preclude Sponsor from sending a winner notification by text message. For help, text the word HELP to 97664. Message and data rates may apply to each text message sent or received. The Entrant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of entry. Your Text is your electronic signature agreeing to these terms and giving electronic written consent. By texting, you represent that you are the owner of (or have permission to use) the mobile telephone number and mobile device used to enter. For each text message, Entrant may use only one (1) mobile phone number to enter, and the same mobile phone number may not be used by more than one (1) Entrant, regardless of the number of people who share that mobile phone number. Promotion Codes must be submitted during the Promotion Period. Promotion Codes are void and will be rejected if not obtained through authorized, legitimate channels or if any part is counterfeited, forged or tampered with in any way. Promotion Codes are also void and will be rejected if any part is illegible, mutilated, or otherwise irregular, or contain printing, seeding, typographical, mechanical or other errors (collectively, "Irregular Promotion Code"). Sponsor's sole liability for an Irregular Promotion Code is limited to replacement with another Promotion Code, while supplies last.

- b. **No-Purchase Method ("On-line Entry").** To enter without purchase, Entrant must access <https://mms.promo.eprize.com/instantwin> (the "Website") and follow the online directions to (a) complete an official entry form with his/her first and last name, street address, state, city, ZIP code, email address, daytime telephone number and birthdate. First time Entrants will also be required to complete a brief survey; (b) select the prize Entrant would like to play for (movies, sports or music experiences); and (c) request a Promotion Code. Upon successful completion of these steps, Administrator will promptly email a Promotion Code to the email address provided by Entrant on the entry form. Entrant must follow the directions on the Website to enter the Promotion Code. Upon completion of the above steps, Entrant will receive one (1) entry into the Promotion.

Important: If the Entrant is participating in the Promotion via a mobile device, message and data rates may apply. The Entrant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of entry. In addition, participation via mobile device is subject to Administrator's mobile terms, available at <http://www.helloworld.com/terms>.

Limit one (1) entry per person or e-mail address per day, regardless of the method of entry.

A “day” is defined as 12:00:01 a.m. ET through 11:59:59 p.m. ET, except that the first day of the Promotion starts at noon ET. You may enter the Promotion under one e-mail address only. In the event of a dispute about entries submitted by multiple individuals using the same email account or address, the entry will be deemed to have been submitted by the authorized account holder of the email account used to enter the Promotion at the actual time of entry. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Multiple entries per person/email/ address/wireless telephone number in excess of the daily entry limit, or any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to sweepstakes entry services) are prohibited and will void all entries by that entrant. Proof of entry submission is not proof of receipt or eligibility for this Promotion.

- 4. SELECTION OF WINNERS/ODDS:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. There will be 3,400 random, computer-generated winning times for each Prize Type during the Promotion Period. If you are the first Entrant to complete an entry (On-line Entry or Text Entry) at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. Odds of winning a prize depend on the number of prizes available divided by the number of eligible entries.
- 5. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**
- a. **Music Experience (3,400):** One (1) \$50 StubHub® digital gift card, which may be redeemed at www.StubHub.com; ARV: \$50;
 - b. **Movies Experience (3,400):** One (1) \$50 Fandango® Digital Gift Card*, which may be redeemed for online purchase of movie tickets on Fandango.com or via the Fandango mobile app. ARV: \$50.

*Purchase, acceptance or use of the Fandango Digital Gift Card (also “Card”) constitutes acceptance of Fandango’s Terms and Policies (including, but not limited to, Gift Card Terms and arbitration and class action waiver provisions), viewable at Fandango.com. Fandango Digital Gift Card is redeemable only for purchase of movie tickets and associated convenience fees or purchase or rental of content on Fandango.com, FandangoNOW.com, and participating Fandango or FandangoNOW apps. Card cannot be used at theater box offices. For balance inquiries, please visit fandango.com/giftcardstatus. Card is not refundable or redeemable for cash, except as required by law. Card is not reloadable and cannot be replaced if lost or stolen. Card does not expire and is not for resale. Void where prohibited. Card is issued by, and is solely a legal obligation of, Fandango Marketing, Inc. and is subject to the laws of Virginia. © 2019 Fandango Marketing, Inc.

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c. Sports Experience (3,400): One (1) \$50 StubHub digital gift card*, which may be redeemed at www.StubHub.com: ARV: \$50.

*StubHub is not a sponsor of the rewards or otherwise affiliated with this company. The logos and other identifying marks attached are trademarks of and owned by each represented company and/or its affiliates. Please visit each company's website for additional terms and conditions.

The ARV of all prizes offered in the Promotion is \$510,000.

Prize Restrictions. Limit one (1) prize(s) per Entrant. No transfer, assignment or substitution of prize (in whole or in part) is allowed, except that Sponsor reserves the right to substitute a similar prize of equal or greater value. Digital gift cards are subject to terms and conditions established by the respective issuer and communicated at time of prize redemption, and are not redeemable for cash. All federal, state and local taxes, if any, are the sole responsibility of the winner. In no event will more than the stated number of prizes be awarded in this Promotion. *Any prize pictured or mentioned in advertising or Promotion materials is for illustrative purposes only and may not be the actual prize awarded.*

- 6. WINNER NOTIFICATION & PRIZE FULFILLMENT:** Potential winners who submit a Text Entry will receive a winning message via automated reply text immediately after submitting their entry, informing the potential winner that they will receive an email from Administrator that will include the digital prize code. Potential winners who entered by submitting an On-line Entry will receive an email from Administrator that will include the digital prize code. Administrator will send prizes within twenty-four (24) hours of the win notification. Unclaimed prizes will not be awarded.

All potential winners may be subject to verification by Administrator. Regardless of whether or not you receive a potential winner message, you are not a winner until your entry and eligibility have been verified, and you have complied with these Official Rules. Each potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules. If a potential winner is found to be ineligible or not in compliance with these Official Rules, or in the event the prize is returned as undeliverable, the prize will be forfeited and will **not** be re-awarded.

- 7. LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected (including into spam/junk folders), postage due, returned, or undeliverable entries, texts, email or postal mail or any other Promotion related communications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website use, net accessibility, incompatibility, availability or traffic congestion; or any technical, mechanical, printing, typographical or other error, unauthorized human intervention, or the incorrect or inaccurate capture of registration

information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking, or by any of the equipment or programming associated with or used in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft, destruction or unauthorized access to any website(s). Promotion Entities are not responsible for any injury, including death, disability or other damage, whether personal or property, to Entrants or to any person's computer or mobile device related to or resulting from participating in the Promotion and/or accepting a Prize. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, including the selection of prize winners in a manner it deems fair and reasonable from among eligible entries received prior to such cancellation, termination, modification or suspension. If because of technical, typographical, mechanical or other errors or for any other reason, there are more claims for a prize than prizes offered as stated in these Official Rules, a random drawing will be held among all eligible claimants in such category to award such prize.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OR MISUSE OF A PRIZE, ACCESS TO AND USE OF ANY PARTICIPATING WEBSITES OR THE DOWNLOADING FORM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

- 8. GENERAL:** If it is suspected by Sponsor in its sole and absolute discretion that an Entrant has registered or attempted to register more than once using multiple email accounts, telephone numbers or multiple identities, all of the Entrant's entries will be declared null and void and any prize an Entrant might have been entitled to will not be awarded. Sponsor reserves the right to disqualify any individual in its sole and absolute discretion including but not limited to any individual suspected of, or found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, non-human mechanism, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing or benefitting from the same. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS**

PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in Promotion materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media and any communications made by any person in any medium), the details of the Promotion as set forth in these Official Rules shall prevail. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable.

- 9. RELEASE, INDEMNITY & GENERAL CONDITIONS OF PARTICIPATION:** By entering the Promotion, each Entrant agrees, to the fullest extent permitted by law to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final, and to waive any rights to claim ambiguity with respect to these Official Rules.

To the maximum extent permitted by law, Entrants and winner(s) agree to waive, release, indemnify, defend and hold harmless (“release”) Promotion Entities, [Fandango Media, LLC](#), and their respective parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents, and any social media platforms (collectively, “Released Party(ies)”) from and against any and all threatened or actual actions, liabilities, claims, demands, losses, lawsuits, judgments, settlements, fines, damages, costs and expenses (including reasonable attorney fees) whether or not litigation is commenced (“disputes”) arising at any time from the Promotion and any element thereof; the entry (in whole or in part); participation (including travel) in any Promotion, event, and/or prize-related activity, or inability to receive or participate in, or parts thereof; the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto by any person or entity; personal injuries including death, damage to or destruction of property, violation of any rights of publicity or privacy, defamation or portrayal in a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory arising from or relating directly or indirectly to the Promotion and any element thereof; any act, default, omission, non-compliance, and/or a violation or breach of any law or agreement, representation, warranty or covenant made herein, or any other agreements by/with Entrant, the Sponsor and/or any Promotion Entity or Released Party, or any other third-person or entity who may not be a party to these Rules.

To the maximum extent permitted by law, Entrants and winner(s) covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any other releases in these Rules to the fullest extent permitted by law. A waiver by one or more of the Released Parties of any term in these Rules does not constitute a waiver of any other provision. If any item or provision contained in these Rules

or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Rules shall remain in full force and effect as if executed without the offending provision appearing therein.

Released Parties shall not be liable to winner or any other person or entity for failure to execute the Promotion, or any part thereof, or supply a prize in whole or in part, 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 acts, earthquake, war, fire, flood, explosion, unusually severe weather, 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, event delay or cancellation, or any similar or dissimilar event beyond their reasonable control.

10. DISPUTES: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF ILLINOIS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN THE COUNTY OF COOK COUNTY, ILLINOIS HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEYS' FEES OR OTHER RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ALL CAUSES OF ACTION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED OR THE SHORTEST TIME ALLOWED BY APPLICABLE LAW, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

11. PRIVACY POLICY: Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected by Sponsor or its agent, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.mars.com/global/policies/privacy/pp-english> and any communications an Entrant may agree during the registration process to receive in the future.

12. PUBLICITY RIGHTS: By participating in the Promotion and/or accepting a Prize, each winner grants (and agrees to confirm that grant in writing, or his/her parent or legal guardian will confirm that grant in writing if winner is a minor in his/her state of residence) permission for Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live

television, worldwide, including but not limited to on the World Wide Web and Internet including Sponsor's and/or unrelated third-parties' social media platforms and sites, without notice, review or approval and without additional compensation except where prohibited by law.

13. WINNERS' LIST: For a list of prize winners, visit <http://bit.ly/2T7ASa6>. The winner information will be posted once all winners are confirmed.

14. SPONSOR: Mars Wrigley Confectionery US, LLC, 1415 N. Cherry Street, Chicago, Illinois 60642.

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