

M&M's® Halloween 2024 Sweepstakes

You Could Win a \$25,000 Home Theatre Makeover or one of the daily prizes!

OFFICIAL RULES

No purchase necessary to enter or win. Void where prohibited. A purchase will not increase your chances of winning. By entering, you understand that you are agreeing to these Official Rules and to provide your information to Mars Wrigley Confectionery US, LLC (the "**Sponsor**") and Cohen-Friedberg Associates, LLC (the "**Administrator**") to administer the Sweepstakes. The information you provide will only be used in accordance with the Sponsor's privacy policy which may be viewed at <https://www.mars.com/privacy>, and the Administrator's privacy policy which may be viewed at <https://cfapromo.com/privacy>. VOID WHERE PROHIBITED BY LAW.

1. Sweepstakes Entry Period:

The M&M's Halloween 2024 Sweepstakes ("**Sweepstakes**") will consist of a daily prize (thirty (30) in all), plus one (1) Grand Prize drawing (each a "**Drawing**"). Entry period begins at 12:00:01 a.m. (midnight) Eastern Time ("**ET**") Sunday, September 1, 2024 and ends at 11:59:59 p.m. ET Monday, September 30, 2024 ("**Sweepstakes Entry Period**").

NOTE: The daily Drawings will be conducted each week as follows: 9/9/24, 9/16/24, 9/23/24, and 10/1/24. The Grand Prize Drawing will be conducted on or about Thursday, October 3, 2024.

LIMIT: One (1) entry per person, per day and one (1) Daily Prize per person or household. All entries are valid for the Grand Prize Drawing. The Daily Prizes and Grand Prize are collectively referred to as the "**Prize**."

2. Eligibility:

The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older, or the age of majority where you reside, whichever is older, at the time of entry ("**Entrant**" or "**you**"). Employees of Sponsor, Administrator, Mars United Commerce, and each of their respective parents, affiliates, subsidiaries, advertising and Sweepstakes agencies, (collectively the "**Sweepstakes Entities**"), retailers, distributors and suppliers, and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a Prize. Subject to all applicable federal, state and local laws and regulations.

All Entrants (as defined above) agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final and legally binding in all respects. All Entrants hereby release Sponsor, Administrator, Sweepstakes Entities, and each of their respective parents, affiliated companies subsidiaries, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors, shareholders, representatives, agents, successors and assigns of

each, of the foregoing (collectively, the “**Released Parties**”), from all claims, liability, lawsuits, costs, expenses, fees, injuries (including death), losses, and damages relating to their participation, acceptance and use/misuse of any Prize (as defined below). Winners assume all liability for any injury or damage, including death caused or claimed to be caused by participation in this Sweepstakes or use/misuse, or redemption of a Prize. Winning a Prize is contingent on fulfilling all requirements in these Official Rules.

3. How To Enter:

During the Sweepstakes Entry Period, enter the Sweepstakes by visiting the Sponsor’s Sweepstakes page online at

URL: <https://www.marswrigleyhalloween.com/mms-halloween>

- Complete all of the required information (your “**Entry**”) on the Sweepstakes registration page.
- Agree to the Official Rules and submit.

Once an eligible entry is made, all non-winning entries will be carried forward to any remaining Daily Drawings (if any remain). All entries are eligible for the Grand Prize Drawing.

Sweepstakes General Note: Entries may only be submitted by a single registered email account; group or commercial submissions are not permissible. Multiple entrants are not permitted to share the same email address. Entrants may not (whether apparent or suspected) enter through a sweepstakes/contest club or exchange site (or similar method, whether or not paid), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging directly or indirectly in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, on-line clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like participation methods as determined in Administrator’s sole and absolute discretion, will **void all such Entries**, and disqualify any entrant suspected of using/benefitting from such methods.

Sweepstakes Entities assume no responsibility for lost, late, incomplete, ineligible, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Sweepstakes related communications (in whole or in part including into entrant’s spam/junk folders); or for any equipment, computer, telephone, device, network, platform, app, electronic, hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

Entrants must not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate is prohibited, and, if discovered at any time will void the applicable Entry and entrant suspected of using/benefitting from such methods in Administrator’s sole and absolute discretion.

4. Sweepstakes/Drawing Date:

The daily Drawings will be conducted each week as follows: 9/9/24, 9/16/24, 9/23/24, and 10/1/24. The Grand Prize Drawing will be conducted on or about Thursday, October 3, 2024. Random Drawings will be conducted by the Administrator from all eligible entries received during the relevant Drawing Period.

Accessing the Sweepstakes via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset, or for data usage while accessing the Sweepstakes through your mobile device, according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in the Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

5. Winner Notification:

Potential winners will be notified by the Administrator via email and you may be required to provide an email confirmation and/or mailing address within two (2) calendar days of the Drawing. The failure to respond to such notification or a potential winner's noncompliance with these Official Rules may result in disqualification, and at Administrator's sole discretion, an alternate Winner may be selected. If the selected Winner is unable to accept a Prize in its entirety for any reason, the selected Winner will forfeit the Prize and the Prize will be awarded to an alternate Winner.

Any Winner of a Prize valued at \$600 or more will be required to sign and return an Affidavit of Eligibility/Liability & Publicity Release and a Confidentiality Agreement, and a W-9 taxpayer identification form, within four (4) calendar days following the date of first attempted notification. Failure to comply within this time period may result in disqualification and selection of an alternate Winner. In the event that any prize notification message is returned as undeliverable or if no response to the prize notification message is received within the time period stated or if the Winner is found ineligible or does not comply with these Official Rules, the Prize may, in the Sponsor's sole and absolute discretion, be forfeited and awarded to an alternate Winner selected at random from among remaining eligible submissions.

By accepting a Prize, the Winner irrevocably grant(s) Sponsor the right and permission (except where prohibited by law) to use Winner's name, Prize won, likeness, photograph, voice, address (state) and biographical information in any media throughout the world in perpetuity for purposes of advertising, online posting, Sweepstakes and publicity in connection with the Sweepstakes without additional compensation.

6. Prizes/ Approximate Retail Value ("ARV"): Only the Prizes listed below will be awarded in this Sweepstakes:

One (1) Grand Prize Package: Home Theatre Makeover

Winner will receive the following prize package ("**Prize Package**" or "**Prize**").

- One (1) 65" Smart TV
- One (1) Sound Bar & Ceiling/Wall Speakers (includes installation)

- Two (2) year cable subscription (or similar) ARV \$3,000 paid by check in the name of the Winner.
- Monthly delivery (12 months) of a Mars Candy Package
- Two (2) framed Hollywood style Posters of the M&M characters (approx. 4'x5')

ARV of this Prize Package is not to exceed \$25,000. Note: Some items may ship separately.

Thirty (30) Daily Prize Winners (one (1) per day): Each Winner will receive

- **One (1) 55" 4K TV.**
- **One (1) Branded Halloween Bowl & M&M Candy**
- **One (1) \$30 Fandango® Movie Gift Card**
- **One (1) PG13 Halloween Movie**

ARV of this Prize is \$599

Total ARV of all Sweepstakes Prizes in this Sweepstakes is not to exceed **\$42,970**

- Prize is provided on an "as is" basis, without any warranty of any kind. Prize is non-transferable. Prize may not be redeemed for cash except at Sponsor's option. Sponsor reserves the right to substitute a Prize (or portion thereof) of equal or greater value if the advertised Prize (or portion thereof) becomes unavailable.
- All expenses and incidental costs not expressly stated in the Prize description above, are the sole responsibility of the Winner.
- Sponsor will not replace any lost, mutilated, undeliverable, returned, refused or stolen Prizes. Winner is responsible for any and all applicable local, state, and/or federal taxes. Winner will not receive difference between actual and approximate retail value. ARV pricing may vary depending on market fluctuations.

The Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize (if any). ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

7. Limitation of Liability:

The Sweepstakes is governed by the laws of the United States, state of New Jersey without regard to conflict of laws principles, with venue in Warren County, and all claims must be resolved in the courts of Warren County, New Jersey. As a strict condition of participating in the Sweepstakes, Entrants agree; (a) to abide by these Official Rules and the decisions of Sponsor, and the Administrator, which shall be final and legally binding in all respects; (b) to the use of their names and/or likenesses and/or biographical data by Sponsor and its designees for advertising, Sweepstakes and other purposes in any and all media now or hereafter known throughout the world In perpetuity from the conclusion of the Sweepstakes at discretion of Sponsor without compensation, permission or notification (except where prohibited by law); (c) THAT RELEASED PARTIES SHALL HAVE NO LIABILITY AND SHALL BE HELD HARMLESS FOR ANY DAMAGE, LOSS OR INJURY TO AN ENTRANT OR ANY THIRD PARTY RESULTING FROM PARTICIPATION IN THIS SWEEPSTAKES OR THE USE OR MISUSE OF ANY PRIZE. PRIZES ARE AWARDED "AS IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXCEPT

FOR ANY "IN THE BOX" WARRANTY THAT MAY BE PROVIDED WITH A PRIZE; (d) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; (e) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (f) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

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 random drawing, the incorrect uploading of any Entry, the announcement of the Prize 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 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 submission 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 participant (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.

8. Conditions of Participation:

By entering the Sweepstakes, each Entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and the decisions of Sponsor and Administrator which shall be binding and final; (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 Sweepstakes Entities or Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify, and hold harmless each of the Sweepstakes Entities and Released Parties and the participating social media platforms used to facilitate entry from and against any and all alleged or actual claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside

attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from: (a) the Sweepstakes, including but not limited to any Sweepstakes-related activity or element thereof, and the Entrant's Entry, participation or inability to participate in the Sweepstakes or any component thereof, (b) the violation of any third party privacy, personal, publicity, proprietary or any other rights, (c) typographical or printing errors in these Official Rules or any Sweepstakes materials and/or announcements, (d) 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 or misuse of a Prize (or any component thereof), (e) any change in the Prizing (or any components thereof) due to unavailability, or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, 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, pandemic, event cancellation or delays, or any other cause similar or dissimilar beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission or any failure with respect thereto of any part of the Entry (including, without limitation, the information or any parts thereof), (i) any technical malfunctions or unavailability of the Website, social media platform or any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, social media platform, or mail service utilized by any of the Released Parties or by an Entrant, (j) interruption or inability to access the Sweepstakes, the Website, the social media platform, or any other Sweepstakes -related web pages or platforms, or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to Entrant's (or any third person's) computer and/or its contents related to or resulting from any part of the Sweepstakes, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Entries, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed Prizing (or any element thereof), (p) the collection, use and/or sharing of entities personally identifiable information by Sponsor, Administrator or their designees or (q) the negligence or willful misconduct by Entrant. You further agree that that none of the Content Entities will be liable to you under tort, contract, strict liability, negligence or any other legal or equitable theory, for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages); that damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by Sponsor, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by Sponsor; that Sponsor is not responsible for the actions, content, information, or data of third-parties, and you release the Released Parties from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third-parties; and that the use of your name, voice, performance, photograph, caption, entry, and/or likeness for programming, advertising, publicity and Sweepstakes purposes in any and all media, now or hereafter known,

worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from Entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use. Any failure by Sponsor or Administrator to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a 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.

9. Winners List: For names of the Winners, send a self-addressed stamped envelope to: **M&M's Halloween 2024 Sweepstakes** Winners, 8429 Lorraine Road, Suite 146, Lakewood Ranch, FL 34202. Requests must be received by 10/31/24.

Sponsor: Mars Wrigley Confectionery US, LLC, 600 West Chicago Ave., Suite 500, Chicago, IL 60642

Administrator: COHEN-FRIEDBERG ASSOCIATES LLC, Falmouth, MA 02536
www.cfapromo.com

The use of any prize manufacturer, brand, name, packaging or trademark in connection with any of the Prizes is solely for the purpose of describing such Prize and is not intended to suggest any affiliation or sponsorship.

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