

MARS WRIGLEY FLAVOR VOTE SWEEPSTAKES PROMOTION

OFFICIAL RULES

NO PURCHASE OR TEXT IS NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** The Mars Wrigley Flavor Vote Sweepstakes Promotion (the "Promotion") is offered only to legal residents of the 50 United States, District of Columbia and Puerto Rico, who are 18 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, Cohen-Friedberg Associates, LLC, ("CFA"), 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 its authorized third parties), 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 January 28, 2019 and ends at 11:59:59 p.m. ET on May 17, 2019 ("Promotion Period"). The clock on Administrator's server shall be the official time keeping device for this Promotion.
- 3. HOW TO ENTER:** An eligible entrant ("Entrant") may enter the Sweepstakes as follows:

 - (a) Text Message Initiated Entry:** Using an SMS-enabled mobile device, text the word "Vote" to 84444 and follow the instructions contained in the reply text messages to vote for one of Sponsor's three (3) new M&M'S® flavors ("New Flavor"). **A purchase is not required to vote for a New Flavor.** To complete the entry, Entrant may be asked to submit his/her 5-digit ZIP Code ("XXXXX") and date of birth in the following format: "mmddyyyy" or otherwise confirm age as prompted in an autodialed reply text. Upon completion of this process, Entrant will receive an autodialed reply text with a link to the Promotion website at www.flavorvote.mms.com ("Website"). To enter, Entrant must click on the link to be taken to the Website, and follow the steps set forth in Rule 3(b) below to submit an Online Entry. **Important: By initiating an entry via text message, you authorize CFA to send an autodialed reply text to the number you provide. Consent is not a condition of purchase. For every text you initiate, you will receive up to 6 automated reply texts.** Message and date 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. To opt-out/stop receiving text messages, text the word STOP to 84444. Entrants may receive a text message confirming the decision to opt-out. Sending STOP after entry is complete will not preclude Sponsor from sending a winner notification by text message. For help, text the word HELP to 84444. 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.

(b) On-Line Entry: To enter online, Entrant must visit the Website during the Promotion Period and follow the online directions to submit his/her date of birth and vote for a New Flavor. **A purchase is not required to vote for a New Flavor.** Then, Entrant must follow the online directions to submit his/her first and last name, email address, and click on the "Vote and Enter" button. After successful completion of the above steps, Entrant will receive one (1) entry into the Promotion ("Online Entry"). All Online Entries must be received during the Promotion Period. 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.

Limit one (1) entry per person or e-mail address per day. 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 name/e-mail address only. In the event of a dispute about entries submitted by multiple individuals using the same mobile phone number, email account or email address, the entry will be deemed to have been submitted by the authorized account holder of assigned the mobile number or 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 a mobile telephone number or email address by a wireless carrier, Internet access provider, online service provider or other organization that is responsible for assigning the mobile telephone number, email addresses or the domain associated with the submitted wireless telephone number or email address, as applicable. Multiple entries per person/email address/wireless telephone number in excess of the daily entry limit, or any use or suspected use of artifice, bots, robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to sweepstakes entry services/clubs) are prohibited: any Entrant using/benefitting from such methods will be disqualified and their entries voided. Proof of entry submission is not proof of receipt or eligibility for this Promotion.

- 4. SELECTION OF WINNERS/ODDS:** Winners will be selected in a random drawing conducted by Administrator on or about May 21, 2019, from all eligible entries received. Odds of winning depend on the number of eligible entries received.

- 5. GRAND PRIZE (1) AND APPROXIMATE RETAIL VALUE (“ARV”):** Trip for winner and one (1) adult guest (aged at least 18 years old or the age of majority in his/her place of residence where it is older than 18) for either: (1) A “around the world trip” with one (1) stop in each of the following countries: England, Thailand and Mexico or (2) a trip to one of the countries (winner’s choice of England, Thailand or Mexico). Winner will receive a check for \$14,914 which winner may choose to use towards payment of any federal or state income taxes that may be due as a result of winner’s acceptance of the Grand Prize.

The “around the world trip” includes the following: coach-class air transportation for two (2) starting in a major commercial airport near winner’s home (determined by Sponsor in its sole discretion) with a single stopover in one (1) city (winner may choose from a selection provided by Sponsor’s travel agent) in each of the three (3) countries (England, Thailand, and Mexico); five (5) nights’ accommodations in each country determined by Sponsor in its sole discretion (single room, double occupancy) (for a total of fifteen (15) nights); round trip ground transportation to and from each destination airport and hotel; \$4,000 spending money; and travel agent services. Winner and guest must start and end in the same airport and travel in one direction (east or west) thereby crossing the Atlantic Ocean and Pacific Ocean one time each. The ARV of this prize package is \$47,714.

The “one country” trip includes the following: round trip, coach-class air transportation for two (2) from a major commercial airport near winner’s home (determined by Sponsor in its sole discretion) to the selected country (either England, Mexico or Thailand); ten (10) nights’ accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; and travel agent services. If winner selects England, he/she will receive a Britrail Pass for winner and guest. If winner selects Mexico, the hotel selected may be an “all-inclusive property.” Winner will receive a check for an additional \$5,000. The ARV of this prize package will vary based on the country selected and will be: \$26,314 (Mexico), \$29, 614 (England), or \$29,914 (Thailand).

Actual value of prize package will vary based on trip selected, airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Prize Restrictions. 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. Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least thirty (30) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor’s airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the

responsibility solely of winner. Travel companion must travel on same itinerary and at the same time as the winner. If winner is a minor in his/her state of residence, travel companion must be winner's parent/legal guardian. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Winner and travel companions are solely responsible for obtaining valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.

Winner and guest must comply with all applicable venue rules and regulations or the Grand Prize may be forfeited. Additional restrictions apply. If the winner elects to travel or partake in the Grand Prize without a guest, no additional compensation will be awarded to the winner. All elements of the itinerary will be determined by Sponsor in its sole discretion. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, Sponsor is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. Each winner and his or her guest(s) hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Grand Prize winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the Grand Prize winner. Sponsor bears no responsibility if any element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any element or detail of the prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable element or detail.

Prizes must be claimed as set forth in Rule 6 below. 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. HOW TO CLAIM A PRIZE: Potential winners will be notified by email to the email address provided by Entrant at time of entry, or other method, as solely determined by Sponsor. All prize claims are subject to verification by Administrator. You are not a winner until your prize claim has been timely received and verified by the Administrator, your entry and eligibility have been verified, and you have complied with these Official Rules. The potential Grand Prize winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules and may also be required to execute and return (or potential winner's parent or legal guardian if potential winner is a minor in his/her state of residence) a Declaration of Compliance, or Affidavit of Eligibility/Liability Waiver and where not prohibited, a Publicity Release within a time period specified by Administrator. Potential winner's guest must sign and return a Travel Companion Release prior to ticketing. Prize will be forfeited if prize claim is not timely received according to the instructions and by the prize claim deadline provided in the notification. The

submission of prize claims is the sole responsibility of the Entrant, who assumes all risk of loss, damage, destruction, delay and misdirection of any communications and/or materials. If a potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, cannot be contacted or fails to timely respond or in the event the prize confirmation or prize is returned, undeliverable, or not (timely) responded to the prize will be forfeited. In the event that a potential winner is disqualified for any reason or forfeits his/her prize, Sponsor will award the prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-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. In the event of any discrepancy between these Official Rules and any other communications related to the Promotion, these Official Rules shall govern. 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 the Grand Prize, a random drawing will be held among all eligible claimants to determine who will be awarded the 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") Sponsor and all other Promotion Entities, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents, and any social media platforms ("Released Parties") 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 Promotion Entities 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.

Promotion Entities 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 OANY 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 Entrant and 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 the name of the Grand Prize winner, visit <http://bit.ly/2skVaCb> . The winner information will be posted once the winner is confirmed.

14. SPONSOR: Mars Wrigley Confectionery US, LLC, 600 W. Chicago Avenue, Suite 500, Chicago, Illinois 60654.