

MARS WRIGLEY NEVER STOP SUMMERING PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A VALID EMAIL ADDRESS IS REQUIRED. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS PROMOTION BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

1. **ELIGIBILITY:** The Mars Wrigley Never Stop Summering Promotion (the "Promotion") is offered only to legal residents of the 50 United States and the District of Columbia, who are 16 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"), TPG Rewards, Inc. ("Administrator"), The Integer Group, MARS Advertising, Inc. d/b/a the Mars Agency, 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 12:00:01 a.m. Eastern Time (ET) on April 28, 2021 and ends at 11:59:59 p.m. ET on August 31, 2021 ("Promotion Period"). The clock on Administrator's server is the Promotion's official time keeping device.
3. **HOW TO PARTICIPATE:** During the Promotion Period, an eligible entrant ("Entrant") must (a) register for the Promotion and create an Account; (2) submit Promotion Codes (defined below) on the Website (defined below); (3) follow the directions on the Website to play the Instant Win Game ("Game Play") for a chance to instantly win a prize; and (4) collect a participation badge ("Badge") after each Game Play.
 - a. **Register and create an account.** To register for the Promotion and create an account ("Account"), Entrant must access www.neverstopsummering.com (the "Website") and follow the online directions to submit his/her birthdate, email address, complete first and last name, street address (no PO Boxes), city, State, ZIP Code, and daytime telephone number, create a password and agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator.
 - b. **Submit Promotion Codes/Free Method of Entry for a Game Play.** After creating an Account and logging on to the Website, Entrant must obtain and submit a Promotion Code. Each fifteen (15) character Promotion Code consists of the last five digits of the UPC code (und under the UPC bar code on the outside of each participating package

(“Participating Package”). Participating Packages may include packs of the following brands (available at participating retailers, while supplies last): M&M’S®, SNICKERS®, TWIX® MILKY WAY®, COMBOS®, SKITTLES®, STARBURST®, LIFESAVERSEXTRA®, DOVE® candies; and M&M’S®, TWIX®, SNICKERS® ice cream, and participating variety packs.

Free Method of Entry. If you have not purchased a Participating Package, complete registration as set forth above. When you are on the registration page that has “Enter Code”, click on the “?” button. At that point, you will receive an illustration of where to find a code. “No Purchase Requirement Text” will appear with the statement “to get your AMOE UPC code, click here.” You may click on that text and a free code will be e-mailed to the e-mail address that you used when registering for the Promotion.

After obtaining a Promotion Code, enter it on the Website where indicated and press “SUBMIT” to submit the Promotion Code and receive one (1) Game Play. 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.

- c. **Game Play.** After submitting a Promotion Code, immediately follow the on-screen instructions to play the Instant Win Game (“Game Play”). **Each Game Play must be played while connected to the Website. If an Entrant leaves the Website without completing the Game Play, the Game Play will be void and cannot be played upon Entrant’s return to the Website.** After the Game Play, the Entrant will receive notification on the Website screen as to whether he/she is a potential “Instant Winner” and the prize he/she may have won (“Notification”). Each Entrant who receives a winning Notification will be deemed a potential Instant Winner subject to verification of the entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor and Administrator in their sole discretion. An Entrant is not a winner of any prize, even if the Notification should so indicate, unless and until Entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor and Administrator will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective play, is void, and will not be honored.
- d. **Collect Badges.** After completion of each Game Play, Entrant will receive a Badge, which will be automatically deposited in Entrant’s Account. Badges have no monetary value, but are simply a method of keeping track of how many Game Plays Entrant has

completed, in order to determine which level of instant win prizes the Entrant is eligible to play for:

- i. Prize Tier 1: Entrant has completed 0 – 5 Game Plays and collected 0 – 5 Badges.
- ii. Prize Tier 2: Entrant has completed an additional 5 Game Plays (Game Plays 6-10) and collected an additional 5 Badges (Badges 6-10).
- iii. Prize Tier 3: Entrant has completed a total of 11 or more Game Plays and collected 11 or more Badges.

Each Entrant may submit up to a total of Five (5) Promotion Codes (regardless of whether they are free or paid for Promotion Codes) and obtain up to five (5) Game Plays per person/Account/e-mail address per day. A “day” is defined as 12:00:01 a.m. ET through 11:59:59 p.m. ET during the Promotion Period. You may register for the Promotion under one name/e-mail address only and may create only one Account. In the event of a dispute about Promotion registrations submitted by multiple individuals using the same email account, the Promotion registration 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 Promotion registrations per person/email, Promotion Codes/Game Plays in excess of the daily 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.

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.

4. **SELECTION OF WINNERS/ODDS:** Winners in each Prize Tier will be randomly selected throughout the Promotion Period by Administrator’s time-based algorithm. The odds of winning a Prize depend on when the Entrant completes a Game Play. Prizes in each Prize Tier will be made available at random times throughout the Promotion Period. To be a potential winner of a Prize, an Entrant’s Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next Entrant’s Game Play to occur after that time will be deemed a potential Winner. The number of Prizes available to be won in each Prize Tier will decrease during the Promotion Period as prizes are awarded and claimed.
5. **PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**
 - a. **Tier 1 Prizing**

<u>Prize</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Total</u>
Case of M&M'S®	10	\$50.00	\$500.00
Case of SKITTLES®	10	\$50.00	\$500.00
Case of SNICKERS®	5	\$250.00	\$1,250.00
Case of EXTRA® Refreshers	10	\$60.00	\$600.00
Fan Mistery	250	\$3.00	\$750.00
Sunglasses	100	\$25.78	\$2,578.00
Frisbee	250	\$11.27	\$2,817.50
Hat	75	\$15.42	\$1,156.50
Emblem Hat	30	\$9.50	\$285.00
Visor	144	\$13.89	\$2,000.16
Stainless Steel Bottle	50	\$12.60	\$630.00
Insulated Tumbler	100	\$7.58	\$758.00
Hip Pack	75	\$19.29	\$1,446.75
Grill apron	50	\$15.05	\$752.50
BBQ Mitt	50	\$10.87	\$543.50
Cooling Towel	300	\$17.10	\$5,130.00
Stainless Steel Coozie	48	\$12.13	\$582.24
Soccer Ball	324	\$10.28	\$3,330.72
Picnic basket	300	\$20.23	\$6,069.00
Totals	2,181		\$31,679.87

b. Tier 2 Prizing

<u>Prize</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Total</u>
Camping Package	20	\$257.00	\$5140.00
Backyard Movie Projector	50	\$132.00	\$6600.00
Backyard Game Package	30	\$134.05	\$4,021.50
Picnic Package	35	\$71.00	\$2,485.00
Mattress + Sleeping bag	15	\$366.00	\$5,490.00
Camera/film bundle	15	\$100.00	\$1,500.00
Mountain Bike	4	\$565.00	\$2,260.00
Headphones	5	\$205.00	\$1,025.00
Sunglasses that play music	5	\$300.00	\$1,500.00
Multi-use Portable Charger	10	\$150.00	\$1,500.00
Massager	3	\$227.48	\$682.44

Outdoor Wood & Canvas Sling Chair (2)	5	\$222.93	\$1,114.65
Mini Helmets	4	\$50.00	\$200.00
Jackets	1	\$150.00	\$150.00
Diecasts	28	\$65.00	\$1,820.00
Diecasts	100	\$65.00	\$6,500.00
Theme Park Tickets	200	\$185.98	\$37,196.00
Electric Car Cooler	25	\$145.00	\$3,625.00
Totals	555		\$82,809.59

c. Tier 3 Prizing

<u>Prize</u>	<u>Qty</u>	<u>Price Per Unit</u>	<u>Total</u>
Backyard Movie Package	5	\$2,000.00	\$10,000.00
Grill	10	\$780.00	\$7,800.00
Karaoke Machine	40	\$116.00	\$4,640.00
Car Seat Organizer	20	\$64.23	\$1,284.60
Travel Luggage	20	\$120.00	\$2,400.00
Soft-sided cooler	20	\$334.00	\$6,680.00
Pair of Jetson Bikes	4	\$1,000.00	\$4,000.00
Pair of Segway Scooters	4	\$1,090.00	\$4,360.00
Camping Package	5	\$345.00	\$1,725.00
Backyard Snow Cone Package	5	\$500.00	\$2,500.00
Wicker Hanging Basket Chair	2	\$498.62	\$997.24
Adirondack Chair Conversation Set	5	\$414.85	\$2,074.23
Totals	140		\$48,461.07

Total Number of Prizes Available in this Promotion is 2,876.

The ARV of all Prizes offered in the Promotion is \$162,950.53.

All trademarks are the property of their respective owners, which are not sponsors of this Promotion.

Prize Restrictions. Limit one (1) prize in each Prize Tier, 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. The makes, models, brands, sizes, colors and features of all other prizes will be determined by Sponsor in its sole discretion. **Tickets Prize Restrictions.** All applicable terms and restrictions of ticket issuer/venue apply. Sponsor bears no responsibility if any event, element or

detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, 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 event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to loss, damage, destruction (and such will not be replaced), or to delay or cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guest if either winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person or cause damage to or property loss at the event. All 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 by Administrator, with instructions on how to claim their prize. All prize claims are subject to verification by Administrator. Regardless of whether or not you receive a potential winner message, you are not a winner until your prize claim has been timely received and verified/validated by the Administrator, 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 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) an Affidavit of Eligibility/Publicity Release within a time period specified by Prize Administrator. 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. Prizes will be mailed to confirmed winners via trackable delivery service approximately 15-20 business days after winner confirmation, to the addresses provided by the winners. 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 after two separate attempts, or in the event the prize confirmation or prize is returned as undeliverable, or not (timely) responded to, the prize will be forfeited, and will **not** be re-awarded.

Winners of prizes whose value is \$600 or more will be require to a sign Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) within ten (10) days after notification before the prize is awarded. Further Sponsor will issue an IRS Form 1099-MISC for each winner whose prize is valued at \$600 or more.

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:** 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, pandemic or other health or safety crisis, 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 TO ARBITRATE ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST SPONSOR OR ANY OF THE PROMOTION ENTITIES (WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THIS MANDATORY ARBITRATION PROVISION). BY AGREEING TO ARBITRATION, THE ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE IS WAIVING HIS/HER RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES. WITHOUT LIMITING THE FOREGOING, SHOULD A DISPUTE ARISE BETWEEN YOU AND SPONSOR AND/OR ANY PROMOTION ENTITY ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, YOU AGREE TO SUBMIT THE DISPUTE FOR RESOLUTION BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN CHICAGO, ILLINOIS, IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). FURTHER, IN ANY SUCH ARBITRATION, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVE 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 REQUESTS FOR ARBITRATION 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. ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE TO THE PARTIES AND AJUDGMENT THEREON MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AND/OR CLASS ARBITRATION AS TO ANY CLAIM, DISPUTE OR CONGTROVERSY THAT YOU MAY HAVE AGAINST SPONSOR AND/OR ANY PROMOTION ENTITY (INCLUDING ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, REPRESENTATIVES AND/OR ASSIGNS). YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A CLASS ACTION AND/OR CLASS ARBITRATION, AS APPLICABLE, OR TO REMOVE YOU AS A PARTICIPANT IN THE SUITE AND/OR CLASS ARBITRATION, AS APPLICALBE. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS THAT SPONSOR AND/OR ANY PROMOTION ENTITY INCURS IN SEEKING SUCH RELEIF. THIS PROVISION PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS ACTION LAWSUITS AND/OR CLASS ARIBITRATIONS: (I) DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS OR REMEDIES TO PURSUE A CLAIM INDIVIDUALLY (OTHER THAN AS STATED HEREIN); AND (II) IS AN INDEPENDENT AGREEMENT. YOU MAY OPT OUT OF THESE DISPUTE RESOLUTION PROVISIONS BY PROVIDING WRITTEN NOTICE OF YOUR DECISION WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU

FIRST ACCESS THE SITE, POSTAGE PREPAID, TO SPONSOR AT THE ADDRESS LISTED AT THE END OF THESE OFFICIAL RULES.

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 winners of prizes with a value over \$25, send a self-addressed stamped envelope for receipt by 9/30/2021 to: Mars Wrigley Never Stop Summering Promotion - Winners' List Request, c/o TPG Rewards, Inc., 29 Broadway, Suite 1400, New York, NY 10006. Limit one request per person/household address.

14. SPONSOR: Mars Wrigley Confectionery US, LLC, 800 High Street, Hackettstown, NJ 07840.
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