

SNICKERS® CRUNCHY OR CREAMY SWEEPSTAKES PROMOTION

OFFICIAL RULES

NO PURCHASE OR TEXT IS NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A valid email address is required to enter.

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 SNICKERS® Crunchy or Creamy Sweepstakes Promotion (the "Promotion") is offered only to legal residents of the 50 United States and 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"), Merkle 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 its authorized third parties), 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 June 1, 2020 and ends at 11:59:59 p.m. ET on September 20, 2020 ("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 Promotion as follows:

 - (a) Text Message Initiated Entry:** Using an SMS-enabled mobile device, text the word SNICKERS2020 to 97664. Entrant will receive an autodialed reply text with a link to the Promotion website at www.SNICKERS2020.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 vote for a SNICKERS Flavor and submit an Online Entry. **Important: By initiating an entry via text message, you authorize Administrator to send one (1) autodialed reply text to the number you provide. Consent is not a condition of purchase.** 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. To opt-out/stop receiving text

messages, text the word STOP to 97664. 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 an email notification. For help, text the word HELP to 97664. 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. In addition, participation via text message is subject to Administrator's mobile terms, available at <http://www.helloworld.com/terms>.

(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 to access the Promotion and vote for a SNICKERS Flavor. **A purchase is not required to vote for a SNICKERS Flavor.** Then, Entrant must follow the online directions to submit his/her first name, email address, state of residence, and then select either Creamy or Crunchy SNICKERS (your "Vote") and click on the "Vote to Enter" button. After successful completion of the above steps, Entrant will receive one (1) entry into the Grand Prize Drawing ("Online Entry") and will have a chance to win an Instant prize ("Instant Win Play") associated with your Vote as set forth in Rule 4 below. All Online Entries and Instant Win Plays must be received during the Promotion Period.

Limit one (1) Online Entry and Instant Win Play 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. 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 email account or email 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 the email addresses or the domain associated with the submitted email address, as applicable. Multiple entries per person/email address 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:** 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 792 random, computer-generated winning times one for each available CRUNCHY Instant Prize), and 528 random computer-generated winning times (one for each available CREAMY Instant Prize), during the Promotion Period. If you are the first Entrant to submit your CREAMY or CRUNCHY Vote at or after one of the randomly-generated times associated with your selected Vote, you will be a potential

instant winner of the Instant Prize indicated. Odds of winning an Instant Prize depend on the number of prizes available divided by the number of eligible entries. Grand Prize Winners will be selected in a random drawing conducted by Administrator on or about September 21, 2020, from all eligible Online Entries received.

5. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):

- a. **GRAND PRIZE (5):** A one (1) year supply of SNICKERS® bars, and a SNICKERS branded swag kit, consisting of a SNICKERS Creamy or SNICKERS Crunchy branded hat, bandana, flag, socks, t-shirt and tote bag. Brand of the swag kit (Creamy or Crunchy) will be selected by Sponsor in its sole discretion, subject to available supplies, and may not correspond to the brand the winner voted for. Prize package will be delivered in one (1) delivery of the entire swag kit, and 360 SNICKERS bars (various flavors, brands and sizes, determined by Sponsor in its sole discretion). ARV: \$578.86.
- b. **CRUNCHY INSTANT PRIZES (792):** One (1) CRUNCHY SNICKERS branded swag item. Brand and item offered to each winner to be randomly selected by Sponsor in its sole discretion from the following:
 - i. T-shirt (132 available). ARV: \$9.76.
 - ii. Flag (132 available). ARV: \$9.26.
 - iii. Hat (132 available). ARV: \$8.91.
 - iv. Socks (132 pairs available). ARV: \$5.26.
 - v. Tote Bag (132 available). ARV: 5.01
 - vi. Bandana (132 available). \$4.26.
- c. **CREAMY INSTANT PRIZES (528):** One (1) CREAMY SNICKERS branded swag item. Brand and item offered to each winner to be randomly selected by Sponsor in its sole discretion from the following:
 - i. T-shirt (88 available). ARV: \$9.76.
 - ii. Flag (88 available). ARV: \$9.26.
 - iii. Hat (88 available). ARV: \$8.91.
 - iv. Socks (88 pairs available). ARV: \$5.26.
 - v. Tote Bag (88 available). ARV: 5.01
 - vi. Bandana (88 available). \$4.26.

ARV of all prizes offered: \$12,235.50.

Prize Restrictions. Limit one (1) Grand prize and one (1) Instant Prize 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. 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 Grand Prize winners will be notified by email sent by Administrator to the email address provided by Entrant at time of entry. Potential Instant Prize winners will receive an on-screen message immediately after submission of entry while connected to the website, and will also be notified by email sent by Administrator to the email address provided by Entrant at time of entry. Potential winners will be directed to a secure site and will have three (3) days from the date of the notification to log onto the secure site and provide all required information to claim the prize. All prize claims are subject to verification by Administrator. Regardless of whether or not you receive a potential winner message or email, 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. Potential winners may be required to furnish proof of identification and other proof of eligibility under these Official Rules. 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. Unclaimed Instant prizes will not be awarded. Prizes will be mailed to confirmed winners approximately 8-10 weeks after the end of the Promotion Period to the addresses provided by the winners. In the event that a potential Grand prize winner is disqualified for any reason or forfeits his/her prize, Sponsor will award the applicable Grand 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 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 ADJUDGMENT 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 CONTROVERSY 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 APPLICABLE. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS THAT SPONSOR AND/OR ANY PROMOTION ENTITY INCURS IN SEEKING SUCH RELIEF. THIS PROVISION PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS ACTION LAWSUITS AND/OR CLASS ARBITRATIONS: (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 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 a list of winners of prizes with a value over \$25, visit <https://bit.ly/2ypYZMB>. The winner information will be posted once the winners are confirmed.

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

Administrator: Merkle Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.