

M&M'S® TREAT & GREET KITS GIVEAWAY

TERMS & CONDITIONS

NO PURCHASE OR PAYMENT NECESSARY TO PARTICIPATE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The **M&M'S® Treat & Greet Kits Giveaway** (the "**Promotion**") will begin on October 10, 2025 at 10:00:01 AM (ET) and end on October 10, 2025 at 6:00:00 PM (ET) or when all five hundred (500) available "Gifts" (as defined below) have been claimed, whichever occurs first (each, a "**Promotion Period**"). This Promotion is subject to all federal, state and local laws and regulations. The Promotion is sponsored by Mars Wrigley Confectionery US, LLC, 110 Edison Place, Newark, NJ 07102 ("**Sponsor**").

ELIGIBILITY: Offer is available only to legal residents of the fifty (50) United States and District of Columbia, and are eighteen (18) years of age or older (each, a "**Participant**"). Employees, officers, and directors of Sponsor, its parent company, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, "**Promotion Entities**") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate or receive a Gift. All federal, state, and local laws apply. Void where prohibited or restricted by law.

HOW TO PARTICIPATE & GIFTS: During the Promotion Period, Participants must visit MMS.com/rescue-squad (the "**Website**"), locate the link to the Promotion microsite and follow the on-screen instructions to complete the gift claim form by providing a valid email address, verify that they have read, understand and agree to these Terms and Conditions, and click submit as directed. Upon submission of the Gift claim form and validation of eligibility, the first five hundred (500) eligible participants will receive one (1) **M&M'S® Treat & Greet Kit** with items to utilize on Halloween (each a "**Gift**" and collectively the "**Gifts**"). The approximate retail value of each Gift is \$62. Gifts will be shipped to the mailing address provided by the eligible Participant approximately 5-7 days after the end of the Promotion. All Gifts are provided "as is" without a warranty of any kind, either express or implied, and Sponsor hereby disclaims all such warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Participants are responsible for all federal, state, and local taxes, as well as all costs and expenses associated with Gift and use not specified herein as being provided. Gifts are non-refundable and non-transferable. Participants acknowledge that once a Gift has shipped, Sponsor has no control over delivery or delivery time, and any loss or theft of a Gift once delivered will be the responsibility of the Participant, and no replacement will be supplied.

Limit one (1) Gift per person. Once the available Gifts are depleted, notice will be posted on the Website to notify all Participants that the Gifts are no longer available. Gifts will only be awarded to eligible Participants who participate in the Promotion in accordance with these Terms.

CONDITIONS OF PARTICIPATION: Participants shall indemnify, defend and hold harmless the Promotion Entities from and against any and all liability, claims, loss, damage, injury or expense, including reasonable outside attorneys' fees, arising out of or in connection with any

third-party action arising out of or resulting from (i) participation in the Promotion and/or (ii) acceptance, possession, use or misuse of a Gift, including without limitation, personal injury, death and property damage arising therefrom. By participating in this Promotion, each Participant forever discharges, releases, and holds harmless the Promotion Entities from any and all liability, claims, losses, damages, causes of action, suits, and demands of any kind arising from or in connection with the Promotion, however caused. The Promotion Entities shall not be liable for, and each Participant shall release the Released Parties from, any and all claims, damages or liabilities arising from or relating to: (a) lost, damaged, or stolen Gifts; (b) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Promotion; (c) acceptance, possession, grant, or use of any Gift, including without limitation, personal injury, death and property damage arising there from; or (d) any printing, typographical, human administrative or technological errors in any materials associated with the Promotion. These Promotion Terms are subject to modification by Sponsor at any time. In the event of a dispute, all decisions made by Sponsor are final and binding. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion (or any portion of the Promotion) if, for any reason, the Promotion is not capable of completion as planned, including, without limitation, should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit participation in the Promotion. Sponsor may prohibit an otherwise eligible Participant from participating in the Promotion or receiving a Gift if, in its sole discretion, it determines that such Participant is attempting to undermine the legitimate operation of the Promotion by cheating, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participants or Sponsor's representatives.

GENERAL CONDITIONS: Promotion Entities reserve the right, in their sole discretion, to cancel, modify, extend, or suspend the Promotion at any time for any reason. In the event of any such disruption, the Sponsor will post a notice on the Website. Participation constitutes the Participant's understanding of and full and unconditional agreement to these Terms. If there is a dispute over the identity of a Participant, the authorized account holder of the email account will be deemed the Participant. The "Authorized Account Holder" is defined as the natural person in whose name the email account was opened if such person is otherwise eligible in accordance with these Terms. If a dispute regarding the identity of a Participant cannot be resolved to the satisfaction of the Promotion Entities, the affected purchase will be deemed invalid.

DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN WARREN COUNTY, NJ. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("**JAMS RULES**"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW JERSEY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HACKETTSTOWN, NJ. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. POTENTIAL WINNERS AGREE THAT THE RIGHTS AND

OBLIGATIONS OF ANY POTENTIAL WINNER AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

PRIVACY: Except as may be otherwise contemplated in these Official Terms and Conditions, any personal information collected in connection with this Promotion will be used in accordance with Sponsor's privacy policy found at mars.com/privacy.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT A PARTICIPANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE WEBSITE OR INTERFERE WITH THE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

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