

Mars Wrigley Affiliate Terms and Conditions for TikTok Shop Creators

Effective as of May 1, 2025

THESE AFFILIATE TERMS CONTAIN PROVISIONS THAT LIMIT MARS PARTIES' LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH MARS PARTIES' THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, IF ANY, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED OR REPRESENTATIVE CAPACITY. PLEASE SEE "DISCLAIMER OF WARRANTIES," "LIMITATIONS OF LIABILITY" AND "DISPUTE RESOLUTION" BELOW FOR MORE INFORMATION.

Introduction

These Mars Wrigley Affiliate Terms and Conditions for TikTok Shop Creators ("Affiliate Terms"), form an agreement between Mars Wrigley Confectionery US, LLC and its affiliated companies (collectively, "Mars" "we" or "us") and you ("you" or "Creator"). By participating in the TikTok Shop affiliate program (the "Program"), you agree to these Affiliate Terms, which govern your participation in the Program on TikTok (and TikTok Shop specifically) in the United States.

These Affiliate Terms are separate from, and in addition to, TikTok Shop's Creator Terms of Use (the "TT Shop Creator ToS"), TikTok's Terms of Service and all other applicable TikTok terms or policies governing your use of the TikTok Platform (each as updated) (collectively, the "TikTok Terms"). The TikTok Terms govern your relationship with TikTok, while these Affiliate Terms, the [Mars Terms of Use](#) and our [Privacy Statement](#), the provisions of which shall be deemed incorporated herein by reference (together, with the Marketing Code, the "Mars Terms") govern only your relationship with us.

If any conflict arises between these Affiliate Terms and TikTok Terms, these Affiliate Terms will control with respect to your relationship with Mars. These Affiliate Terms and any additional Mars Terms will apply equally. If any additional term is irrevocably inconsistent with any provision of these Affiliate Terms, these Affiliate Terms will prevail.

The Effective Date of these Affiliate Terms is set forth at the top of this page.

Eligibility

We may review Creator's social media content, public profile, and other publicly available information at any time to ensure Creator's online presence aligns with our values and guidelines, as set forth in our Marketing Code at <https://www.mars.com/about/policies-and-practices/marketing-code> ("Marketing Code").

By participating in the Program, Creator agrees that Creator is and will remain in compliance with the Mars Terms in order to receive commission income, and Creator must

promptly provide Mars with any information that Mars requests to verify Creator's compliance with such Mars Terms.

Modifications

We may update these Affiliate Terms at any time by posting revised terms. The changes take effect as soon as we post the updated terms. Your continued participation in the Program constitutes acceptance of those changes. If you don't agree with the changes, you should leave the Program. The amended Affiliate Terms supersede all previous versions of the Affiliate Terms.

Compensation

While Mars determines the amount of any commissions or other payments you receive in exchange for providing Creator Services to Mars as part of the Program, all payments to you are facilitated by TikTok and will be paid in accordance with the TikTok Terms, and Mars shall have no liability for any such payments or for any errors or disputes related thereto. Creator further acknowledges and agrees that Mars shall not be liable for any broker's and/or agent's fees or commissions, taxes, or payments to third parties payable by Creator in connection with these Affiliate Terms.

Representations and Warranties

In addition to all of the representations and warranties included in the TT Shop Creator ToS, which are incorporated herein by reference, by participating in the Program, Creator further represents and warrants that:

- a) Creator has the right to enter into this Affiliate Terms and has the right to perform under these Affiliate Terms and has no conflicting commitments or obligations that would interfere with Creator's ability to perform the services and grant the rights herein granted and in the TT Shop Creator ToS;
- b) Creator is legally permitted to perform services under the Program in the United States;
- c) Creator shall perform services under the Program in a professional manner in accordance with the highest industry standards and in accordance with applicable law and the Mars Terms;
- d) Creator shall stay on message with any key approved messages provided by Mars;
- e) Any statements made by Creator will reflect Creator's honest opinions, beliefs, or experiences (including, without limitation, about Mars and its products or services) and be typical of what the average consumer can expect to achieve;
- f) Creator must correct any statement that later becomes inaccurate;
- g) Creator may not make deceptive or misleading claims in any Creator Content, or claims that are not substantiated (i.e., adequate proof must exist to back up the claim), and any claims about Mars Parties or their products or services must have been provided by Mars;
- h) Creator shall not disseminate any Creator Content as part of the Program that is protected by intellectual property laws, rights of privacy or publicity, or any other

applicable law unless Creator owns or controls all rights in the content and all elements of the content or has received all necessary consents (for example, Creator may not use Creator Content without written permission from the person who owns the photo or video as well as any persons (other than Creator) depicted in the Creator Content, and Creator may not use music or sounds that are not cleared for use commercially);

- i) Creator shall not mention or comment on any unrelated third party in any Creator Content, including, without limitation, any Mars competitors or their products or services;
- j) Creator may not use content as part of its services for Mars that contains advertising for Creator or third parties unrelated to Mars (including, without limitation, money making schemes, discount cards, credit counseling, online surveys, or online contests or sweepstakes);
- k) Creator shall comply with the Disclosure Obligations Rider hereto;
- l) Creator shall post in English unless otherwise approved in advance in writing by Mars;
- m) If Mars supplies any content or elements (collectively, "Mars-Supplied Elements") to Creator for incorporation in the Creator Content, Creator will use the Mars-Supplied Elements only in accordance with Mars's instructions; and
- n) If these Affiliate Terms are being agreed to by a company or other legal entity, then the person entering into these Affiliate Terms is authorized and lawfully able to bind that Creator and any such company or other legal entity to these Affiliate Terms.

Upon Mars's request, Creator will promptly edit, remove, or delete any content no later than twenty-four (24) hours after receiving such request.

Rights

Creator agrees that Mars, its licensees, agents, successors and assigns shall have the right but not the obligation to (a) like, comment on, and interact with all posted Creator Content related to Mars Parties; (b) share and repost any piece of Creator Content related to Mars Parties on any webpages/digital channels controlled by Mars; and/or (c) tag Creator in any Creator Content reposted by Mars. Mars, its licensees, agents, successors and assigns shall have the right to use Creator's name, picture, image, likeness, social-media handle(s), social media avatars, voice, profile and biographical information (collectively, "Persona") in connection with the foregoing.

Non-Union

Creator's services will be performed on a non-union basis, and the Posts will not be produced pursuant to any collective bargaining agreement with SAG-AFTRA or otherwise. However, if Mars elects to incorporate any Creator Content into any commercials produced pursuant to the SAG-AFTRA Commercials Contract (the "SAG Commercials Contract"), Creator agrees: (a) Creator will not be entitled to any compensation (pursuant to the SAG Commercials Contract or otherwise) with respect to such commercials, or any use thereof, if a coverage waiver applies, or (b) if a Coverage Waiver does not apply to any such

commercials, then: (i) Creator agrees to accept the minimum scale payments payable pursuant to the SAG Commercials Contract, (ii) Creator agrees that Mars shall be entitled to the maximum rights and benefits provided for in SAG Commercials Contract, and (iii) upon Mars' request, Creator will execute any standard SAG-AFTRA performer agreement or affidavit.

Suspension and Termination

Mars may suspend or terminate Creator's participation in the Program at any time, with or without cause, including but not limited to termination of the Program. violation of any representations or warranties, or conduct that may risk reputational harm to Mars Parties or breach of the Mars Terms.

If you violate these Affiliate Terms, Mars may also instruct TikTok to withhold any commissions otherwise payable to you under this Program, regardless of whether the violation is directly tied to those earnings. This remedy is in addition to any other rights Mars Parties may have, including the right to seek damages.

Indemnification

To the fullest extent permitted by law, Creator agrees to defend, indemnify, and hold harmless Mars Parties from any claims, damages, liabilities, losses, and expenses (including legal fees) arising from: (a) any actual or claimed breach of any of Creator's representations, warranties, or agreements hereunder; (b) Creator's negligent acts or omissions or willful misconduct; (c) any content drafted, created, provided, published, or placed by Creator as part of the Program, including, without limitation, any Creator Content; (d) Creator's failure to comply with tax obligations; (e) Creator's use of Mars-Supplied Elements inconsistent with or outside the scope of Mars' written instructions; and/or (f) Creator's conduct on or use of TikTok or any dispute, investigation, or enforcement action initiated by TikTok against Creator.

NEITHER MARS NOR ITS LICENSEES, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, PRINCIPALS, SUCCESSORS, ASSIGNS (COLLECTIVELY "MARS PARTIES") SHALL BE RESPONSIBLE FOR ANY CLAIMS, LOSSES, OR EXPENSES ARISING FROM CREATOR'S USE OF ANY TIKTOK SERVICES.

The foregoing obligations shall survive any termination or expiration of these Affiliate Terms or the Program.

Confidentiality

Creator will not use any trade secrets or confidential information of Mars Parties other than as permitted by Mars Parties, or disclose (including, without limitation, via social media, etc.) any trade secrets or confidential information of Mars Parties to any third parties.

Independent Contractors

You and Mars Parties are independent contractors. Nothing in these Affiliate Terms creates a partnership, joint venture, agency, or employment relationship. You may not represent that you are authorized to act on behalf of any Mars Party.

Disclaimers

NEITHER WE NOR ANY MARS PARTY PROVIDE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND—WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE—REGARDING THE PROGRAM. THIS INCLUDES, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM LAW, CUSTOM, COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAKE NO REPRESENTATION, WARRANTY, OR PROMISE REGARDING THE AMOUNT OF COMMISSION INCOME YOU MAY EARN THROUGH THE PROGRAM, AND WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS YOU TAKE BASED ON ANTICIPATED EARNINGS. FURTHER, NEITHER WE NOR ANY MARS PARTY SHALL BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES RELATING TO (X) LOSS OF ANTICIPATED COMMISSIONS, PROFITS, SALES, GOODWILL, OR OTHER EXPECTED BENEFITS; (Y) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS MADE BY YOU IN CONNECTION WITH THE PROGRAM; OR (Z) THE SUSPENSION OR TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM.

CREATOR ACKNOWLEDGES AND AGREES THAT MARS PARTIES CANNOT CONTROL, AND THUS SHALL NOT BE RESPONSIBLE FOR, ANY EXPLOITATION OF THE CREATOR CONTENT AND/OR PERSONA BY USERS OF SOCIAL MEDIA PLATFORMS (REGARDLESS OF WHETHER SUCH USERS ARE UTILIZING FUNCTIONALITY, TOOLS, OR FEATURES MADE AVAILABLE BY THE SOCIAL MEDIA CHANNELS OR EXPLOITING SUCH ASSETS BY OTHER METHODS); AS SUCH, CREATOR WAIVES ANY CLAIM AGAINST MARS PARTIES ARISING IN CONNECTION WITH SUCH USER EXPLOITATION.

Limitations of Liability

YOU AGREE THAT IN NO EVENT WILL MARS PARTIES BE LIABLE (Y) FOR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER ARISING IN ANY WAY IN CONNECTION WITH THESE AFFILIATE TERMS AND WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), EVEN IF MARS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR (Z) FOR ANY OTHER CLAIM, DEMAND OR DAMAGES WHATSOEVER RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM.

FURTHER, MARS PARTIES' AGGREGATE LIABILITY ARISING IN CONNECTION WITH THE PROGRAM WILL NOT EXCEED THE TOTAL COMMISSION INCOME PAID OR PAYABLE TO YOU UNDER THESE AFFILIATE TERMS IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE MOST RECENT CLAIM

OF LIABILITY OCCURRED. YOU HEREBY WAIVE ANY RIGHT OR REMEDY IN EQUITY, INCLUDING THE RIGHT TO SEEK SPECIFIC PERFORMANCE, INJUNCTIVE OR OTHER EQUITABLE RELIEF IN CONNECTION WITH THESE AFFILIATE TERMS.

The foregoing disclaimer of liability will not apply to the extent prohibited by applicable law in the jurisdiction of your place of residence. You acknowledge and agree that the above limitations of liability together with the other provisions in these Affiliate Terms that limit liability are essential terms and that Mars would not be willing to grant you the rights set forth in these Affiliate Terms but for your agreement to the above limitations of liability.

LEGAL NOTICE FOR NEW JERSEY RESIDENTS: The limitations of liability and exclusion of damages in this section do not apply to New Jersey residents.

Dispute Resolution

These Affiliate Terms are governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without giving effect to the principles of conflicts of laws of such state, and are binding upon the parties hereto in the United States and worldwide. You and Mars agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to the interpretation or construction of these Affiliate Terms.

YOU AND MARS AGREE THAT ALL CLAIMS WILL BE RESOLVED BY BINDING ARBITRATION IN THE MANNER SPECIFIED IN THIS SECTION AND THAT YOU AND MARS WAIVE ANY RIGHT TO BRING SUCH CLAIMS BEFORE ANY COURT OF LAW.

YOU AND MARS FURTHER AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any dispute between you and Mars Parties arising from or relating to these Affiliate Terms and their interpretation or the breach, termination or validity thereof, the relationships which result from these Affiliate Terms, including disputes about the validity, scope or enforceability of this agreement to arbitration (collectively, "Covered Disputes") will be settled by binding arbitration in the U.S. State of New York administered by the American Arbitration Association (AAA) in accordance with its International Arbitration Rules in effect on the date thereof.

Prior to initiating any arbitration, the initiating party will give the other party at least 60 days' advanced written notice of its intent to file for arbitration. Mars will provide such notice by mail or e-mail using the contact information on file with Mars and you must provide such notice by mail to Mars Wrigley Confectionery US, LLC, Attn: Legal Department, 110 Edison Place, Newark NJ 07102.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. If, however, you are able to demonstrate that the costs of arbitration will be cost-prohibitive for you as compared to the costs of litigation, Mars will pay as much of the filing, administration and arbitrator fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive for you. If the arbitrator determines the claim(s) you assert in the arbitration are frivolous, you agree to reimburse Mars for all fees associated with the arbitration that Mars paid on your behalf, which you otherwise would be obligated to pay under the AAA's rules.

A single arbitrator will be selected in accordance with the AAA Commercial Arbitration Rules. The arbitration shall be conducted in the English language. The arbitrator will have the power to grant whatever relief would be available in court under law or in equity and any award of the arbitrator will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. The arbitrator will not, however, have the power to award punitive or exemplary damages, the right to which each party hereby waives. The arbitrator will apply applicable law and the provisions of these Affiliate Terms and the failure to do so will be deemed an excess of arbitral authority and grounds for judicial review. The arbitrator's decision must be with written explanation and remain confidential.

Mars and you agree that any Covered Dispute will be submitted to arbitration on an individual basis only.

Neither Mars nor you are entitled to arbitrate any Covered Dispute as a class, representative or private-attorney action and the arbitrator will have no authority to proceed on a class, representative or private attorney general basis. If any provision of the agreement to arbitrate in this Section 10 is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative or private attorney general arbitration). Regardless of any statute or law to the contrary, notice on any claim arising from or related to these Affiliate Terms must be made within one (1) year after such claim arose or be forever barred. For purposes of this Section 10, these Affiliate Terms and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA).

Please Note: By agreeing to these Affiliate Terms, you explicitly agree that any claims or actions that you may otherwise have against Mars under the laws of any jurisdiction outside the United States are hereby waived, including without limitation, any claims or actions under the laws of your own country, and that your sole location and applicable law for any dispute is in the United States according to the terms of this Section.

LEGAL NOTICE TO NEW JERSEY RESIDENTS: The provisions in this Section that (i) limit the period of time within which a claim may be asserted against Mars and (b) exclude certain damages do not apply to New Jersey residents.

Miscellaneous

The parties agree that execution, acceptance, or agreement to these Affiliate Terms may be evidenced by any method of electronic acceptance or continuing to participate in the Program after being presented with the applicable terms. Any such action shall constitute a valid and binding agreement to the Affiliate Terms herein, enforceable as if executed by hand. Should any portion of these Affiliate Terms be rendered void or unenforceable by any court of competent jurisdiction, the remaining provisions shall nevertheless be binding upon the parties.

Disclosure Obligations Rider

Creator represents, warrants and agrees to comply with the following guidelines for all content created on behalf of Mars or its brands, products, or services as part of the Program:

Disclosure Requirements

Creator must make their material connections to any Mars Parties (and/or their brands, products, services and/or representatives, as applicable) known to viewers of their content in a manner that is consistent with the Affiliate Terms, the requirements set forth in this Rider and all applicable law and industry guides and guidance, including, without limitation, the Federal Trade Commission's (FTC) Guides Concerning the Use of Endorsements and Testimonials in Advertising and the FTC's business guidance, "Endorsement Guides: What People are Asking."

Disclosures Must Be Made "Clearly and Conspicuously"

Clearly

Disclosures (1) must be easy to understand by an ordinary viewer of Creator's content (including by members of groups to which it is targeted), (2) must accurately describe Creator's material connections, and (3) must not be contradicted by or inconsistent with anything else in Creator's content.

For **disclosure** of a material connection, Creator may use the following (with M&M'S® being filled in with the name of the applicable brand being advertised):

- **"#M&M'S_Partner"**
- **"#Ad_For_M&M'S"**
- **"Sponsored by M&M'S"**
- **"Paid ad for M&M'S"**
- Natural language making the connection easily understandable. For example: "This is a paid post for M&M'S"

If Creator's post clearly and conspicuously includes one of the disclosures above and viewers can see that disclosure and Creator's affiliate link at the same time, no additional disclosures are needed. If that disclosure the affiliate link are *not* viewable at the same time, Creator must include one of the following disclosures when posting Creator's affiliate link:

- "This is an affiliate link and I receive a commission from M&M'S for purchases made through links in this post"
- "I am a M&M'S affiliate, which means I get a commission when purchases are made through links in this post"
- "Paid link" right next to Creator's affiliate link

The following material connection disclosures **DO NOT** work alone and thus **MAY NOT BE USED AS STANDALONE DISCLOSURES:**

- #ad without making it clear who the ad is for

- Abbreviations that would not be understood by consumers (e.g., #spon, #pd, #sp, #collab, etc.)
- Only using #partner, #ambassador, #consultant, #adviser, #affiliate, etc.
- Only using #endorsement
- Only using the platform’s branded content tool without further disclosure
- Only tagging or @mentioning the brand
- Only using a campaign hashtag
- For affiliate links, specifically:
 - “Commissionable link”
 - “Buy now”
 - “Affiliate link”

Conspicuously

Disclosures should be “unavoidable.” That means: (1) disclosures must be well-placed so they can be easily noticed (i.e., located close to any endorsements); and (2) prominent so they can be easily read. Disclosures must be made regardless of space limitations and appear in each applicable post/piece of content.

If an endorsement is made through visual means, the disclosure should be made at least visually. If the endorsement is made audibly, the disclosure should be made at least audibly. And if the endorsement is made through both visual and audible means, the disclosure should be made both visually and audibly. For clarity, depending on the creative and the post format, multiple types of disclosures may be prudent.

Some factors to consider when assessing the conspicuousness of a visual disclosure include:

- that it is easy to notice, read and comprehend in the time that viewers have to view it (e.g., how much time followers have to look at the frame and the impact of competing text or other visual elements);
- the font, color and size of the disclosure;
- how well it contrasts against the frame (it might make sense to have a solid background behind the disclosure).

Disclosure Requirements

- Disclosures must appear in the first line of any caption
- Disclosures should also be superimposed over the images or video itself
- It is NOT sufficient to make a disclosure only on an end card
- For multiple frame posts, the disclosure should be superimposed on any frame in which an endorsement is made
- For a live stream, repeat disclosures throughout a stream as needed to ensure that viewers hear them if they join at different times
- Disclosures should not be buried (e.g., disclosures should not be only in a bio or below the fold (or otherwise requiring consumers to scroll down), under a hyperlink, like a “More,” “Legal” or “Disclosure” button, or in the middle or at the end of a series of hashtags, other disclosures, or general copy).