ORBIT® SPRING MOMENT SWEEPSTAKES

OFFICIAL RULES ("Official Rules")

No purchase necessary to enter or win. Void where prohibited. A purchase will not increase your chances of winning. By entering, you understand that you are providing your information to Mars Wrigley Confectionery US, LLC (the "Sponsor") and Cohen-Friedberg Associates, LLC (the "Administrator"). The information you provide will only be used in accordance with the Sponsor's privacy policy which may be viewed at https://www.mars.com/privacy, and the Administrator's privacy policy which may be viewed at https://cfapromo.com/privacy.

1. Entry Period:

The Sweepstakes entry period begins at 12:00:01 a.m. Eastern Time ("**ET**") on Friday, March 1, 2024 and ends at 11:59:59 p.m. ET Tuesday, April 30, 2024 ("**Sweepstakes Entry Period**"). The Eight (8) prizes (each a "**Prize**") will be available to be awarded in this Sweepstakes.

2. Eligibility:

The Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older, or the age of majority where you reside, whichever is older, at the time of entry ("Entrant" or "you"). Employees of Sponsor, Administrator, and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, (collectively with Sponsor and Administrator, the "Sweepstakes Entities"), retailers, distributors and suppliers, and the immediate families (spouse, parents, children and siblings and their respective spouses, regardless of where they reside) and individuals living in the same households of any of the foregoing individuals, whether or not related, are ineligible to participate or win a Prize. Subject to all applicable federal, state and local laws and regulations.

Entrants agree to be bound by these Official Rules and the decisions of the Sponsor and Administrator, which shall be final and legally binding in all respects.

Entrants agree to release, defend, indemnify, and hold harmless Sweepstake Entities and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors, shareholders, representatives, agents, successors and assigns of each, of the foregoing, and social media sites on which the Sweepstakes may be promoted (collectively, the "Released Parties"), from and against any and all alleged or actual claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from their participation in the Sweepstakes and/or the, acceptance and use of any Prize. Winning a Prize is contingent on fulfilling all requirements in these Official Rules.

3. How To Enter:

During the Entry Period, visit **ORBITgum.com/Spring** and follow the directions provided to complete all the required information on the registration page, agree to these Official Rules, and submit.

Limit: One (1) entry per person per day during the Sweepstakes Entry Period. For the purposes of this Sweepstakes, a "day" is determined using Eastern Time. Multiple entries from any person in any day will be void. Every submission must be manually entered by the individual participant and entries generated by script, macro, or other automated means will be void. All entries become the property of Sponsor.

While it is free to enter, accessing the Sweepstakes via your wireless mobile device (only available via participating wireless carriers), data rates may apply for each message sent or received from your handset, or for data usage while accessing the Sweepstakes through your mobile device, according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in the Sweepstakes. Mobile device service may not be available in all areas. Check your phone's capabilities for specific instructions. Sponsor is not responsible for any charges.

4. Random Drawing:

A random drawing will be conducted by the Administrator on or about **Tuesday**, **May 7**, **2024**, to select eight (8) potential winners (each, a "**Winner**"). Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period.

5. Winner Notification:

Potential winners will be notified via email and must reply with any requested information within five (5) business days of the initial winner notification. Each potential Winner will be required to sign and return an affidavit of eligibility/publicity (unless prohibited) and liability release and W-9 form, and return same properly executed, within five (5) business days of attempted notification as a condition of awarding the Prize. If a potential Winner does not respond to the initial notification within the time period stated, does not return all required documentation within the time period stated, or if the prize notification is returned as undeliverable, or a potential Winner is not in compliance with these Official Rules, Prize will be forfeited and, at Sponsor's discretion, an alternate Winner will be selected from all remaining eligible entries received. Only three (3) alternate winners will be selected for any prize; after which such Prize may remain unwarded, at Sponsor's sole discretion.

6. <u>Publicity Grant</u>: By entering and/or accepting a Prize, each Entrant and Winner irrevocably grant(s) Sponsor and its designees the right and permission (except where prohibited by law) to use their name, Prize won (if a Winner), likeness, photograph, voice, address (state) and biographical information in any media, now or hereafter devised, throughout the world in perpetuity for purposes of advertising, online posting, promotion and publicity, without additional compensation, notification or permission.

7. Prizes:

Three (3) Grand Prizes: \$20,000 check. Five (5) First Prizes: \$1,000 check.

Total value of all prizes: \$65,000.

LIMIT: One (1) Prize per person or household.

Prizes will be awarded as checks made payable to the applicable Winner. Each Winner is responsible for all applicable federal, state, local sales and income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize not specifically provided herein.

ALL PRIZES ARE PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE OF ANY KIND, EITHER EXPRESS OR IMPLIED. Prizes are not transferable (except for the limited purposes expressly permitted by Sponsor), or substitutable, except by Sponsor who reserves the right to substitute a prize of comparable or greater value.

8. <u>Limitation of Liability</u>:

The Sweepstakes is governed by the laws of the United States, state of New Jersey without regard to conflict of laws principles, with venue in Warren County, and all claims must be resolved in the courts of Warren County, New Jersey.

UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT OF POCKET EXPENSES, IF ANY; (e) ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, OR ANY COMPENSATION OR CREDIT TO BE PROVIDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (f) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT OF POCKET COSTS INCURRED, IF ANY, AND IN NO EVENT SHALL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR OTHER LEGAL COSTS OR EXPENSES.

Released Parties are not responsible for lost, interrupted or unavailable network, server or other connections, miscommunications, failed phone, computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, errors or other problems or errors related to participation in the Sweepstakes or other errors or problems of any kind whether typographical, printing, network, human, mechanical, computer, electronic or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems which may occur in connection with the administration of the Sweepstakes, the conduct of the drawing or the results of the random drawing, the processing of entries, the announcement of the Prizes or in any Sweepstakes-related materials. Released Parties are not responsible for any damage to Entrant's or any other person's computer or other device as a result of participation. Released Parties are not responsible for entries, email, or other communications of any kind that are late, lost, stolen, incomplete, inaccurate, undelivered, misdirected, garbled, or delayed by computer transmissions or any other means. Persons found tampering with or abusing any aspect of this Sweepstakes or who are in violation of these Official Rules as solely determined by the Sponsor or Administrator will be disqualified and all associated entries will be void.

In the event the Sweepstakes is compromised by virus, bugs, non-authorized human intervention, artificial intelligence ("ai"), or other causes which corrupt or impair the administration, security, fairness or proper play of the Sweepstakes, or if the Sweepstakes is unable to run as planned for any other reason, Sponsor reserves the right in its sole discretion to suspend or terminate the

Sweepstakes or any portion thereof and/or terminate the participation of any participant (and void his/her entry) whose conduct potentially compromises the Sweepstakes and, if terminated, at Sponsor's discretion, and if possible, to award the Prizes in a random drawing from all non-suspect entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor.

Any failure by Sponsor to enforce any of these Official Rules will not constitute a waiver of such Official Rules. If there is a conflict between any term of the Official Rules and any marketing or entry materials used in connection with the Sweepstakes, the terms of these Official Rules will govern.

9. Winners List: For names of the Winners, send a self-addressed stamped envelope to Orbit Spring Moment Sweepstakes WINNER, P.O. Box 8429, Lorraine Road, Suite 146, Lakewood Ranch, FL 34202. Requests must be received by 5/31/24.

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

Administrator: COHEN-FRIEDBERG ASSOCIATES LLC, Falmouth, MA 02536 www.cfapromo.com

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