SNICKERS® 'Rookie Mistakes' Contest

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

The SNICKERS® 'Rookie Mistakes' Contest (the "Contest") starts on September 6, 2022 at 9:00 a.m. Eastern Time ("ET") and ends on January 9, 2023 at 11:59 p.m. ET ("Contest Period"). The Contest allows entrants to submit a "Contest Entry" (as defined below) which will be judged by the Administrator to determine the winners, as described herein.

The Contest Period consists of four (4) separate entry periods (each, an "Entry Period" and collectively, the "Entry Periods") wherein one (1) Entry Period prize will be awarded to a selected Contest Entry as of the end of each Entry Period. The details of each Entry Period are defined in the chart below. Additionally, one (1) Grand Prize will be awarded at the conclusion of the Contest Period from among all eligible Contest Entries received, as described herein.

Entry Period	Entry Period Begins at 9.00 a.m. ET	Entry Period Ends at 11:59 p.m. ET
1	September 6, 2022	September 30, 2023
2	September 6, 2022	October 31, 2023
3	September 6, 2022	November 30, 2023
4	September 6, 2022	January 9, 2023

ELIGIBILITY: Contest is open to legal residents of the fifty (50) United States and the District of Columbia, who are at least 18 years of age. Employees of Mars Wrigley Confectionery US, LLC ("Sponsor"), Weber Shandwick ("Administrator"), and their respective subsidiaries, affiliates, promotion and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such employees, are not eligible to enter or win. If you have received a prize from Sponsor within the past six (6) months in connection with another Sponsor promotion, you are not eligible to participate in this Contest or receive a prize. Void where prohibited by law. Contest is subject to all applicable federal, state and local laws.

HOW TO ENTER THE CONTEST: During the Contest Period, write an essay of 100 words or less describing one (1) mistake that you have made in an aspect of your life. To enter the Contest, visit **snickers.com/rookiemistake** and follow the directions to complete and submit the online entry form, including the essay (each entry form with completed essay, a "Contest Entry") to receive one (1) Contest Entry into the applicable Entry Period Prize judging and one (1) Contest Entry into the Grand Prize judging. Entrants can also submit photo and/or video content of their mistake, however, this will not be considered part of a Contest Entry and hence will not be judged or have any effect on entrants' chances of winning an Entry Period Prize or the Grand Prize. All Contest Entries must be received by January 9, 2023 at 11:59 p.m. ET to be considered. Contest Entries generated by script, macro or other automated means are void. Limit one (1) Contest Entry per person using only one (1) email address throughout the Contest Period. Contest Entries received from any person or email address in excess of the above limitation will be void.

REQUIREMENTS OF CONTEST ENTRIES: To be considered eligible to win a Prize, Contest Entry must (i) be entrant's own original work, (ii) cannot be previously published or submitted in connection with any other contest, (iii) be in keeping with the Sponsor's image; (iv) not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing) or any activities that may appear unsafe or dangerous and not promote any particular political agenda or message; and (v) not be offensive or inappropriate, as determined by the Administrator in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. Administrator reserves the right to disqualify any Contest Entry that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules. **Entries must be in English only.**

By submitting a Contest Entry, entrant acknowledges and agrees that Administrator may obtain many Contest Entries in connection with this Contest and/or other contests staged and/or promoted by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Contest and/or other contests sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future in which Entrant asserts that any Contest Entry and/or other works accepted, reviewed and/or used by the entrant may be similar to his/her Contest Entry, or that any compensation is due to entrant in connection with such Contest Entry or other works used by Sponsor.

By submitting a Contest Entry, entrant hereby grants permission for the Contest Entry to be posted on **snickers.com/rookiemistake** or other websites. Entrant agrees that Released Parties (as defined below) are not responsible for any unauthorized use of Contest Entries by third parties. Released Parties do not guarantee the posting of any Contest Entry. Entrants agree that they will not use the Contest Entry for any other purpose, including, without limitation, posting the Contest Entry to any online social networks, without the express consent of Sponsor in each instance.

CONTEST JUDGING: All eligible Contest Entries received by Administrator will be judged by a panel of qualified judges based on the following equally-weighted judging criteria: the believability of the submission, the creativity of the submission and whether the mistake could have been avoided with a satisfying SNICKERS®. At the end of each Entry Period, the entrant with the highest score for the corresponding Entry Period will be deemed the potential Entry Period Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the applicable Entry Prize winner based on the criteria listed herein. Administrator reserves the right not to award the Entry Period Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. Entry Period Prize award is subject to verification of eligibility and compliance with these Official Rules. The odds of winning will depend on the number of eligible Contest Entries.

At the end of the Contest Period, the one (1) Contest Entry with the highest score for the entire Contest Period will be deemed the potential Grand Prize winner, subject to verification of eligibility and compliance with these Official Rules. In the event of a tie, an additional, "tie-breaking" judge will determine the Grand Prize winner based on the criteria listed herein. Administrator reserves the right not to award the Grand Prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Contest Entries. Grand Prize award is subject to verification of eligibility and compliance with these Official Rules.

WINNER NOTIFICATION: Potential winners will be notified by phone and/or email and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Administrator, which must be returned within three (3) days of date appearing on prize notification. Return of a prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Administrator to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, a prize may be awarded to a runner-up (as applicable).

Administrator reserves the right to conduct background checks on any potential winner without notice or further consent and such potential winner agrees to such background checks. Potential winners understand that Administrator reserves the right to disqualify any potential winner based on the results of their background check, in its sole discretion. Factors that would result in disqualification as a winner include, without limitation, having been charged with or convicted of a felony or misdemeanor, DWI, being delinquent on a government ordered payment, such as child support, spousal support, or alimony, or being delinquent in tax payments.

PRIZES: One (1) Grand Prize is available. The Grand Prize consists of a trip for winner and a guest to Glendale, Arizona to attend Super Bowl LVII, which is currently scheduled to take place on February 12, 2023, where they will experience rushing the field at the end of the game. Trip consists of two (2) tickets to the Super Bowl LVII, roundtrip, coach class air transportation from a major U.S. gateway airport near winner's residence to designated location, three (3) nights standard hotel accommodations (one room, double occupancy), and \$1,000 to be used on trip. If winner resides within a 100-mile radius of destination, ground transportation will be provided in lieu of air transportation and no compensation or substitution will be provided in lieu thereof. Approximate Retail Value ("ARV") of Grand Prize: **\$15,000.**

Four (4) Entry Period Prizes are available. Each Entry Period Prize consists of a \$500 X1 NFL Shop gift card and a NFL/SNICKERS® minihelmet signed by one (1) of the SNICKERS® player partners (choice of player, make model, size and color of helmet to be in the sole discretion of Sponsor). ARV of each Entry Period Prize is \$550. Gift card is subject to certain terms and conditions as specified by issuer. The ARV of hand-signed merchandise is subject to fluctuation based on the featured player and current market value at the time each Entry Period Prize is awarded.

Total ARV of all prizes available in this Contest is \$17,200. Limit of one (1) Entry Period Prize and one (1) Grand Prize per person.

Actual value of Grand Prize may vary based on point of departure. Any difference between stated value and actual value will not be awarded. Trip must be taken on dates specified by Sponsor or Grand Prize will be forfeited and Sponsor will have no further obligation to such winner. Sponsor reserves right to change dates. Grand Prize winner and guest must travel together on the same itinerary. Guest must be of legal age of majority in his/her jurisdiction of residence (and at least 18) on the date of Super Bowl and must sign a liability/publicity release prior to issuance of travel documents. If guest is a child or legal ward of Grand Prize winner on the date of the Super Bowl, Grand Prize winner must sign and return release on behalf of such child or legal ward. Travel must be made through Sponsor's agent, on a carrier of Sponsor's choice. All federal, state and local taxes and all other costs associated with Grand Prize acceptance and use not specified herein as being provided, including transportation, meals, souvenirs, gratuities, etc. are the sole responsibility of the Grand Prize winner.

Tickets, as part of Grand Prize, are subject to certain terms and conditions as specified thereon. Seat locations will be determined by Sponsor. Grand Prize winner and guest must comply with all venue rules and regulations. Failure to do so may result in forfeiture of such portion of Grand Prize. In the event Sponsor is unable to provide admission to the event, no compensation or substitution will be provided in lieu thereof; however, the remainder of Grand Prize package will be awarded and Sponsor will have no further obligation to winner.

GENERAL PRIZE CONDITIONS: All federal, state and local taxes and all other costs associated with prize acceptance and use not specified herein as being provided are the sole responsibility of a winner. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. A winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value.

LICENSE/USE OF CONTEST ENTRIES: By submitting a Contest Entry, and to the extent allowed by law, you/entrant grant the Released Parties (defined below) a perpetual, worldwide, royalty-free, non-exclusive, sub licensable, unconditional and transferable license to edit, modify, cut, rearrange, add to, delete from, reproduce, encode, store, modify, copy, transmit, publish, post, broadcast, display, adapt, exhibit and/or otherwise use or reuse your Contest Entry, name, photo, and biographical material including, but not limited to, all materials submitted in connection with the Contest in any and all media, throughout the world, and in any manner, for trade, advertising, promotional, commercial, or any other purposes without further review, notice, approval, consideration, or compensation to entrant or any third party.

<u>USE OF PERSONAL INFORMATION</u>: Sponsor will retain entrants' personal data for a reasonable period of time to enable it to send winners any prize that they have won and to verify that these rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to, Sponsor's privacy policy at https://www.mars.com/privacy. On occasion, entrants may have the opportunity to opt-in with carefully selected third parties such as the promotional partners, who may offer products and services of interest with entrants' expressed consent. In the event that an entrant has agreed to any available opt-in opportunities provided from a third party, that may or may not be associated with this Contest, entrant understands and acknowledges that information (including entrant's personally identifiable information) provided will be collected independently by Sponsor and the third party providing the opt-in opportunity and individually be used by both companies subject to the terms of their respective privacy policies. **Any available opt-in opportunities are not required to enter the Contest, and consent to opt-in will not improve chances of winning**.

GENERAL CONDITIONS: By participating, each entrant and the Grand Prize winner's guest irrevocably agrees: (a) to abide by these Official Rules and decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Contest; (b) to abide by any and all applicable Protocols, including, but not limited to Protocols in connection with the transportation (air or ground), hotel, and Stadium for the Grand Prize; (c) to release, discharge and hold harmless Mars Wrigley Confectionery US, LLC, Mars, Inc., Weber Shandwick, their respective affiliates, subsidiaries, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity or the acceptance, possession, use or misuse of any awarded prize; including any travel/activity related thereto and (d) to the use of his/her name, Contest Entry, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any

publicity or other materials on their own or through someone else regarding their participation in the Contest without the prior consent of the Sponsor, which it may withhold in its sole discretion.

Prize winners and the Grand Prize winner's guest irrevocably waive all claims against the Released Parties and agree that the Released Parties will have no liability or responsibility for any claim pertaining to a potentially heightened risk of exposure to or actual exposure to communicable diseases, viruses, bacteria or illnesses (including, without limitation, COVID-19) and the causes thereof, and sickness arising as a result of a winner participating in the Contest and related activities, wherever, whenever or however the same may occur. Grand Prize winner and their guest fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present; (b) no precautions, including the protocols that will be implemented from time to time by any/all travel providers or those providing accommodations (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.

MISCELLANEOUS: Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Contest Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Contest Entries, the announcement of the prizes, the incorrect posting of any social share or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website.

Persons who tamper with or abuse any aspect of the Contest or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Contest Entries will be void. Should any portion of the Contest be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or collection or submission of Contest Entries, Sponsor and Administrator reserve the right at their sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, determine the potential winners for the applicable Entry Period(s) and/or the Grand Prize from all eligible, non-suspect Contest Entries received prior to action taken using the judging criteria specified above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE SPONSOR'S WEBSITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Additionally, entrants shall defend, indemnify, and hold harmless Released Parties from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to entrants' use or misuse of, or access to, Sponsor's websites or otherwise arising from violation of these Official Rules, or infringement by entrant, or by any third-party using entrant's account, of any intellectual property or other right of any person or entity. Sponsor reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by entrant, in which event entrant will assist and cooperate with Sponsor in asserting any available defenses.

ARBITRATION: Except where prohibited by law, as a condition of participating in this Contest, entrant agrees that (1) any and all disputes and causes of action arising out of or connected with this Contest, or any prizes provided, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered

in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Contest), and entrant further waives all rights to have damages multiplied or increased.

CHOICE OF LAW: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of **New Jersey**, USA. <u>Each party</u> agrees that any legal action, proceeding, controversy or claim between the parties arising out of or relating to these Official Rules may be brought and prosecuted only in the state or federal courts in the State of Nevada, and by agreeing to these Official Rules each party hereto submits to the exclusive jurisdiction of such courts and waives any objection it might have based upon improper venue or inconvenient forum. Each party hereto waives any right it may have to a jury trial in connection with any legal action, proceeding, controversy or claim between the parties arising out of or relating to these Official Rules. All causes of action arising out of or connected with these Official Rules, or any prize awarded, shall be resolved individually, without resort to any form of class action.

REQUEST FOR WINNERS' LIST: For a list of the winners (available after January 30, 2023), send a self-addressed stamped envelope to "SNICKERS® 'Rookie Mistakes' Contest", **875 N. Michigan Avenue, Suite 2400** by February 28, 2023.

SPONSOR: Mars Wrigley Confectionery US, LLC, 110 Edison Place, Newark, New Jersey 07102