

## "Mars Wrigley | M&Ms Sweepstakes"

### Abbreviated Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID OUTSIDE ILLINOIS AND WHERE PROHIBITED. Sweepstakes begins 12:00:01 AM CT, 6/26/24, ends 11:59:59 PM ET 7/15/24.** Open only to legal residents of, and residing in, IL, 18 or older at the time of entry. Visit [www.capturethecolorwithmms.com](http://www.capturethecolorwithmms.com) to enter and for Official Rules. Sponsor: Mars Wrigley Confectionery US, LLC. Walgreen Co. and Lollapalooza are not sponsors or administrators of the sweepstakes.

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KINDS IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID OUTSIDE THE ELIGIBILITY AREA (DEFINED BELOW), AND WHERE PROHIBITED OR RESTRICTED BY LAW. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**PARTICIPATION IN THIS SWEEPSTAKES (DEFINED BELOW) CONSTITUTES ENTRANT'S (DEFINED BELOW) FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF THESE OFFICIAL RULES (THE "OFFICIAL RULES") WHICH ARE A CONTRACT AND TO THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL AND BINDING IN ALL RESPECTS. AMONG OTHER THINGS, THIS CONTRACT INCLUDES INDEMNITIES FROM YOU TO THE SWEEPSTAKES ENTITIES (DEFINED BELOW) AND A LIMITATION OF YOUR RIGHTS AND REMEDIES AND BINDING ARBITRATION.**

The Mars Wrigley M&Ms Sweepstakes ("Sweepstakes") is sponsored by Mars Wrigley Confectionery US, LLC (the "Sponsor"). The Sponsor's address is 110 Edison Place, Newark, NJ 07102.

The Sweepstakes begins at 12:00:01 a.m. Central Time ("CT") on June 26, 2024, and ends at 11:59:59 p.m. CT on July 15, 2024 ("Sweepstakes Period"). The computer clock of Sponsor is the official time-keeping device in the Sweepstakes, and the Sponsor may also rely on the time processing functions of third parties. Sponsor shall have the sole discretion in determining the timeliness of any action or inaction related to this Sweepstakes.

- 1. ELIGIBILITY:** The Sweepstakes is open only to individuals who: (a) are legal residents of, and residing in, Illinois (the "Eligibility Area"); and (b) 18 years of age or older at the time of entering the Sweepstakes (each such individual, an "Entrant" or "you"). This Sweepstakes is **not open** to Entrants who: (i) are employees, officers, directors, agents and representatives of the Sponsor or any entity which is involved in any aspect of the creation, production, operation, execution or fulfillment of the Sweepstakes, (such entities, collectively, the "Sponsor Parties"), (ii) are immediate families (defined as parents, child, sibling, domestic partner, spouse and their respective spouses, regardless of where they reside) or household members (defined as those people who share the same residence at least three (3) months a year) of such individuals listed in clause (i) above); (iii) are prohibited by applicable law from entering the Sweepstakes; or (iv) do not meet any of the eligibility requirements set forth above.
- 2. HOW TO ENTER:** During the Sweepstakes Period, visit [www.capturethecolorwithmms.com](http://www.capturethecolorwithmms.com) (the "Sweepstakes Site") and accurately complete and submit the available Sweepstakes entry/registration form (the "Registration Form"). Required fields of the Registration Form include Full Name, Complete Mailing Address, Email Address, Phone Number & Opt-in to the Official Rules & Privacy Policy for the Sweepstakes. See instructions below on how to access the Sweepstakes Site. Each such completed and validly submitted Registration Form, an "Entry". Entry is not valid without each step. **All Entries must be received by 11:59:59 p.m. CT on July 15, 2024. Limit of one (1) Entry per person for the Sweepstakes Period.**

Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive, or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Subsequent attempts made by the same individual to submit multiple Entries by using multiple or false contact information or otherwise may be disqualified. The Sweepstakes Entities (defined below) are not responsible for technical failures of any kind, including, but not limited to, the malfunctioning of any wireless network, telephone, computer, computer network, hardware or software or the unavailability or inaccessibility of any service. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in Entrant's device to receive messages. Those who do not follow all of the instructions, provide the required information in their Registration Form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All materials submitted become the property of Sponsor and will not be returned. Entries submitted by Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. In the event of a dispute as to any Entry, the Authorized Account Holder of the email address used to register for Entry will be deemed to be the Entrant and they must comply with these Official Rules. The "Authorized Account Holder" is the natural person who is assigned an account by the Internet access provider, online service provider, or other organization responsible for assigning such accounts or the account associated with the submitted email address. The potential winners may be required to show proof of being the Authorized Account Holder.

- 3. WINNER SELECTION; DRAWING:** There is one (1) Prize Drawing which will take place on or about July 18, 2024, from among all eligible Entries received during the Sweepstakes Period. Odds of winning a Prize will be determined by the total number of eligible Entries received during the Sweepstakes Period. **EACH ENTRANT IS ELIGIBLE TO WIN ONLY ONE (1) PRIZE DURING THE SWEEPSTAKES PERIOD.**
- 4. WINNER NOTIFICATION AND CONFIRMATION:** The potential Prize winners will receive a prize notification via email as soon as reasonably practicable after the winner selection, via the contact information provided in their Registration Form where they may be asked to confirm their intention to be potentially awarded the Prize. Provided that a potential winner is in compliance with these Official Rules and after having successfully proven eligibility, the potential winner will be determined to be a Prize "Winner". If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, they will forfeit the Prize and an alternate winner will be selected from among all remaining eligible Entries and the process of confirming the winner will again be followed. This will be repeated until such time as a Prize Winner is ultimately determined, unless the Sponsor determines in its reasonable discretion that it is unlikely that a Prize Winner will be determined in which case the applicable Prize will remain un-awarded. Sponsor expressly reserves the right to delay the announcement of the Winners for any reason it deems necessary. If, for any reason, more bona fide winners come forward seeking to claim a prize in excess of the one hundred (100) Prizes available as set forth in these Official Rules, the winners of the Prize(s) may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be each Entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected or unsuccessful efforts to notify the potential winners.
- 5. PRIZE; PRIZE TERMS:** One hundred prizes will be available to be awarded (each, a "Prize") comprising two (2) General Admission tickets to one (1) day of the Lollapalooza Festival at Grant Park in Chicago, Illinois scheduled to take place in August 2024. The exact day will be determined by Sponsor in its sole discretion. Approximate Retail Value ("ARV") of each Prize is \$320. **TRAVEL TO AND FROM THE FESTIVAL IS NOT PROVIDED.** Prize Winner's Guest must be eighteen (18) years of age or older. Winner and guest must abide by all venue policies. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it and/or Festival/venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any Festival/venue policy or law, and/or may bring Live Nation into disrepute. Winner understands that there are inherent risks involved in being in public spaces and that these risks may be present before, during and after the Festival. Resale of tickets is prohibited. By claiming tickets, you agree to Front Gate Tickets Terms of Use and to abide by the health and safety measures in effect at the time of the Festival, which may include, but not be limited to, wearing masks, providing proof of vaccination status and/or providing proof of negative COVID-19 status. Should the Festival be cancelled, you will be notified as soon as reasonably possible. Winner is responsible for all costs and expenses associated with prize acceptance and use not included herein as being provided, including, but not limited to, travel, accommodations, gratuities, meals, and any other incidental costs or expenses related

to participation in this prize. Sponsor bears no responsibility if any event, element, or detail of a prize is canceled, postponed, or becomes unavailable for any reason. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Tickets are subject to terms and conditions specified there on. quickest cannot be bartered, traded or sold by winner; all such tickets may be void. **No refund or compensation will be paid in the event of the cancellation of the event and the terms of the ticket, including any raincheck policy, shall govern.**

**The ARV of all Sweepstakes Prize(s) is \$32,000.** The ARV is subject to change based upon current market conditions at the time of Prize fulfillment. Any difference between the ARV and the actual value, if any, will not be awarded. Limit one (1) prize per person All Prize details not specified in these Official Rules will be determined at the Sponsor's sole discretion. If for any reason a Prize is unavailable, Sponsor reserves the right to modify the Promotion in its sole discretion and award a substitute prize, or portion of a prize, of comparable or greater value as set forth in these Official Rules. No substitution, transfer, assignment or cash equivalent of a prize, or any portion thereof, is permitted by a winner. The Sweepstakes Entities shall have no responsibility or obligation to a winner who is unable or unavailable to, or who does not for any reason, accept or utilize a Prize.

The value of the Prize may be taxable to the Winner as income and an IRS Form 1099 and W9 may be issued in the name of the Winner for the actual value of the prize awarded. All U.S. federal, state and local tax liability, and any other costs and expenses associated with acceptance or use of a prize not specifically provided for in these Official Rules are solely the Winner's responsibility. Failure to complete any component of any Prize does not relieve the Prize Winner of his/her tax obligations associated with winning such Prize.

In the event a Winner or their Guest engages in behavior that, as determined by the Sponsor in its sole discretion, is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the event early, in whole or in part, with no further obligation. In the event a Winner or their Guest engages in behavior during that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner or any of their guests to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by winner as a result of such conduct. **NEITHER SPONSOR NOR ANY SWEEPSTAKES ENTITY SHALL HAVE ANY LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF OR RELATED TO A PRIZE OR ANY ACTIVITY RELATED TO A PRIZE OR ANY OTHER ASPECT OF WINNER'S OR THEIR GUEST'S ACCEPTANCE OR USE OF A PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED THERETO).** Prizing may be fulfilled by a third-party fulfillment agency. Prize will only be awarded if properly claimed according to the Official Rules. Winners acknowledge that upon acceptance of a prize, performance of prize obligations becomes the sole and exclusive responsibility of the designated service provider(s) for those portions not originating with Sponsor, if any.

THE PRIZE(S) ARE AWARDED "AS IS" WITH NO GUARANTEE OR WARRANTY, EITHER EXPRESS OR IMPLIED.

Prize will only be awarded by Sponsor upon potential winners' verification of eligibility and final approval by Sponsor.

- 6. RELEASE:** By entering this Sweepstakes, you agree to release, discharge and hold harmless Sponsor, Sponsor Parties, Walgreens Co, Live Nation Worldwide, Inc, C3 Presents, LLC and its landlords or licensors (related to the Event), if any, Caring & Daring, LLC, Lollapalooza, LLC, Chicago Park District, the City of Chicago, and their respective directors, officers, employees, agents and assigns; and each of these companies' and individuals' respective successors, representatives and assigns (collectively, the "Sweepstakes Parties") from and against: (i) any claims, liabilities, losses, and damages, including, without limitation, personal injury, property loss or damage, or death, arising out of, or relating to, your participation in this Sweepstakes or any Sweepstakes-related activities and the acceptance and use, misuse, or possession of any prize awarded hereunder (including any travel or activity-related thereto), and including, without limitation, any misrepresentation made by you in connection with the Sweepstakes; (ii) any non-compliance by you with these Official Rules; and (iii) claims brought by persons or entities other than the parties to these Official Rules arising from or related to your involvement with the Sweepstakes.

Sweepstakes Parties are not responsible or liable for any events which may cause errors and/or the Sweepstakes to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer or other device relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Sweepstakes Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Sweepstakes, the processing of Entries, the announcement of the Prizes or Winners, or in any other Sweepstakes-related materials.

- 7. PUBLICITY RIGHTS:** By participating in this Promotion, each entrant agrees to allow the Sponsor and Sponsor's designees the perpetual right to use their name, address (city and state), biographical information, likeness, picture, and other information along with any content provided in connection with the Promotion for promotion, trade, commercial, advertising, and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 8. DISCLAIMER:** Sponsor reserves the right, in its sole discretion, to disqualify any individual it suspects or finds: (a) to have tampered with the entry process or the operation of the Sweepstakes; (b) to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; (c) to have provided inaccurate information on any legal documents submitted in connection with the Sweepstakes; or (d) to be acting in violation of these Official Rules. Sponsor also reserves the right to terminate, suspend, cancel or modify the Sweepstakes and award the prizes for the Sweepstakes from among all eligible, non-suspect Entries received as of the date of termination using the procedure outlined above or as otherwise deemed fair and appropriate by Sponsor if for any reason this Sweepstakes is not capable of running as planned due to any reason, including acts of God, war, natural disasters, coronavirus (COVID-19) pandemic, other epidemics or medical emergencies, government mandated lockdowns, weather, acts or threats of terrorism, strikes, lockouts, labor disputes, work stoppages, fire, acts of government, other force majeure events or other events outside of the reasonable control of the Sweepstakes Entities, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Sweepstakes.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

NOTHING IN THESE OFFICIAL RULES SHALL DISCLAIM, LIMIT, OR EXCLUDE LIABILITY FOR ANY LIABILITY THAT MAY NOT BE DISCLAIMED, LIMITED, OR EXCLUDED PURSUANT TO APPLICABLE LAW.

- 9. PRIVACY POLICY:** The Entrants acknowledge and understand that all personal information submitted as part of this Promotion will be collected and processed by Sponsor for the purpose of managing the Promotion, and such additional purposes specified in connection with entering or participating in the Promotion, in accordance with the privacy policy available at <https://www.mars.com/privacy> (the "Privacy Policy"). Entrants can read more about their rights, how Entrant's personal information is used, and how to contact Sponsor, in the Privacy Policy. By participating in the Promotion, Entrants agree to the Terms of Use and the terms and conditions of Sponsor's website and acknowledge all of the terms and conditions of the Privacy Policy.
- 10. APPLICABLE LAW:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the State of New Jersey. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the State of Texas. You

hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**11. GENERAL CONDITIONS:**

By entering this Sweepstakes, you agree to be bound by these Official Rules and the decisions of the Sponsor and judges, which are final and binding without right of appeal. ANY PERSON FOUND TO BE IN VIOLATION OF THE LETTER AND SPIRIT OF THESE OFFICIAL RULES BY THE SPONSOR, FOR ANY REASON WHATSOEVER, MAY BE DISQUALIFIED AT ANY TIME, AT THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR.

The Sponsor reserves the right to change the dates, deadlines and/or other mechanics of the Sweepstakes as set out in these Official Rules, to the extent deemed necessary by the Sponsor, in order to verify that an Entrant, an Entry and/or other information comply with these Official Rules, or due to technical or other problems or circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Sweepstakes as contemplated in these Official Rules, or for any other reason.

The Sponsor is the sole owner of the promotional materials and products of the Sweepstakes and of the intellectual property rights related thereto, and nothing in these Official Rules shall be construed as conferring any rights whatsoever on the Entrants in this regard.

Except as provided in these Official Rules, no communications or correspondence will be entered into with Entrants, except with potential Prize winners, or as otherwise decided by the Sponsor in its sole discretion.

**12. Winners List:** All requests for a copy of the Official Rules and for the names of the Winners must be made by August 15, 2024. For the names of the Winners and/or Official Rules: (i) send a self-addressed, stamped envelope postmarked to Mars M&M Sweepstakes, c/o Snipp Interactive, P.O. Box 2749, Carlsbad, CA 92018; and (ii) write "Winners Names" and/or "Official Rules" on the lower left-hand corner of the envelope.

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

Live Nation and Lollapalooza are not Sponsors of the Sweepstakes and are in no way responsible for the administration of the Sweepstakes, the verification of winners or the fulfillment of prizing. All inquiries regarding the Sweepstakes should be directed to Sponsor.

Lollapalooza is a registered trademark of Lollapalooza, LLC.