

2022 MARS TWIX COOKIE DOUGH FIRST TASTE GIVEAWAY

OFFICIAL RULES

NO PURCHASE NECESSARY

By visiting twix.com/cookie dough (the "Site") and participating in this giveaway ("Giveaway") and any other related services or applications made available by Mars Wrigley Confectionery US, LLC and its affiliates (together, "Mars" or "Company" or "we" or "us" or "Sponsor") however accessed, you ("Participant" or "You") agree to be bound by these terms ("Official Rules"). These Official Rules describe the terms and conditions on which Mars offers access to the Site and by which Mars will hold the Giveaway. New or updated operating rules, policies and procedures may be published from time to time on the Site by Mars without notice to you. These Official Rules apply to all users of the Site. The Site is owned or controlled by Mars. These Official Rules affect your legal rights and obligations. If you do not agree to be bound by all of these terms, do not access or use the Site.

GENERAL CONDITIONS

1. We reserve the right to refuse access to or use of the Site to anyone at any time for any reason in our sole discretion.
2. We reserve the right to modify or terminate the Site, the Official Rules, or your access to the Site for any reason, without notice, at any time, and without any liability to you.
3. You hereby agree that Mars may include any advertising and promotions on the Site in our sole discretion. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you. You hereby also agree (and agree to confirm that grant in writing, or confirm that your parent or legal guardian will confirm that grant in writing if you are a minor in your state of residence) to give permission for Mars and/or Mars's designee the perpetual right to use your name, biographical information, photos and/or likeness, and statements for promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on the World Wide Web and Internet including Mars's and/or unrelated third-parties' social media platforms and sites, without notice, review or approval and without additional compensation except where prohibited by law.
4. Mars reserves the right to disqualify any individual from participation in the Giveaway if Mars concludes, in its sole discretion, that such person: (a) has attempted to tamper with the entry process or other operation of the Giveaway; (b) has failed to comply with or has attempted to circumvent these Official Rules; (c) has committed fraud or attempted to undermine the legitimate operation of the Giveaway; or (d) has acted toward Mars or any other participant in an unfair, inequitable, annoying, threatening, disrupting, or harassing manner. If a dispute arises regarding compliance with these Official Rules, Mars may consider, in its sole discretion, data reasonably available to Mars through information technology systems in Mars's control, but Mars will not be obligated to consider any data or other information collected from any other source.

MARS CONTENT: The Site contains content specifically provided by Mars or its partners and such content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, as applicable. You shall abide by and maintain all copyright notices, information, and restrictions contained in any content accessed through the Site.

PRIVACY: Please make sure that you carefully read our Privacy Statement on the Mars website to learn about the information that Mars collects on the Mars Site and how we process it.

SITE REGISTRATION: To participate in the Giveaway, visit the Site and follow the on-screen instructions to provide the information requested and accept the terms during the Registration Period. The decision to provide your information is purely optional; however, if you elect not to provide such information, you may be denied the ability to participate in the program. When you provide information, you agree to provide only true, accurate, current and complete information. You further agree that you will not impersonate another party or persons in your communications with Mars and that you will only submit information about yourself.

By registering, you are providing us consent to use the information you provide to send the updates you requested, such as newsletters, promos, deals, and news. You may also request to access your data at any time, and can opt out at any time.

Mars shall not be responsible for any losses arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions associated with the Site.

ELIGIBILITY: Open to legal residents of the 50 United States and Washington, D.C. who are 18 or older. Employees, agents, officers & directors of Mars and its respective parents, subsidiaries, affiliates, advertising and promotion agencies, members of their immediate family (spouse, parent, children, siblings & their respective spouses, regardless of where they reside), and persons living in the same household, whether or not related, are not eligible. Void where prohibited. Subject to all applicable federal, state & local laws.

HOW TO ENTER: Follow the directions provided on the Site to enter. Participants can register on the Site from June 16 at 9:00 a.m. Eastern Time (ET) until June 20 at 11:59 p.m. (the "Registration Period") By registering, Participants are signing up to receive an e-mail notification once the Giveaway is live. The Giveaway is expected to be live between 9:00 am Eastern Time ("ET") on June 21, 2022 until 9:00 pm ET on June 24, 2022, or while supplies last, whichever is sooner ("Offer Period"). Once the Giveaway is live, Participants need to visit the Site to claim a Prize. Mars will determine, in its sole discretion, the ultimate time and date when the Giveaway will become live. Entries become the sole property of Mars. Limit one entry per Participant.

DRAWING: During the Offer Period, the first one thousand (1,000) Participants to visit the Site and claim a Prize as directed will be selected to receive a Prize. Winners will be selected on a first-come, first-served basis. The official drawing will terminate at the sole discretion of Mars.

WINNER NOTIFICATION: Participants will be notified at the time that they visit the Site to claim a Prize if they are a potential winner.

PRIZE(S): One thousand (1,000) winners will each receive one (1) box containing four (4) single bars of the TWIX brand's newest innovation. Winners will be selected on a first-come, first-served basis. Each box has an approximate retail value ("ARV") of \$5. Boxes will be delivered to winners within 3-6 weeks from date of entry. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners may not substitute, assign or transfer a prize, but Mars reserves the right, in its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. All prize details are at Mars's sole discretion. Limit one (1) prize per person per Giveaway. In no event will Mars award more prizes than are provided for in the Official Rules.

FOOD ALLERGY NOTICE: By entering the Giveaway, each Participant acknowledges and agrees that any food-related Prize(s) offered in the Giveaway may contain milk, eggs, wheat, soybean, peanuts, and tree nuts. Participants agree that the Released Parties will have no liability whatsoever to, and will be released and held harmless by the Participants for any and all food allergy-related complications that may result from exposure to food-related Prize(s) offered in this Giveaway.

WARRANTY DISCLAIMER: The service and the content are provided "as is", "as available" and Mars does not make any representations or warranties of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed, except as required by law.

Mars and its employees, agents, representatives, suppliers, partners, agencies, content providers and the Site developer do not warrant that: (a) the Site will be secure or available at any particular time or location; (b) that the Site will be error free or that any defects or errors will be corrected; (c) any content or software available at or through the Site is free of viruses or other harmful components; or (d) the results of engaging with the Site will meet your requirements. Your use of the Site and content is solely at your own risk.

RESERVATION OF RIGHTS, MODIFICATIONS AND TERMINATION:

Mars reserves the right to modify, change or add to these Official Rules at any time without prior notice. You agree that we may notify you of any updates to the Official Rules by making them available via the Site, and that your use

of the Site (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Official Rules and any updated terms therein. Note that you may need to consent to Official Rules and any updates thereto in order to continue to use the Site and our services.

Mars reserves the right to modify or terminate the Official Rules and corresponding Site at any time and in any manner, in whole or in part, as outlined in these Official Rules. If for any reason Mars determines in its sole discretion that the Site or any aspect of the Site is no longer capable of running as planned or intended for any reason whatsoever (including, without limitation, any occurrences described in these Official Rules or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Site), Mars, in its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Giveaway in whole or in part at any time.

LIMITATION OF LIABILITY: By participating, you agree (a) to abide by these Official Rules and decisions of Mars, which shall be final and binding in all respects relating to this Giveaway; (b) to release, discharge and hold harmless Mars, Incorporated, its affiliates, subsidiaries, advertising and promotion agencies, and all of the respective officers, directors, shareholders, employees, agents, suppliers, partners 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 Giveaway or any Giveaway-related activity or the acceptance, possession, use or misuse of a prize or Giveaway item (or any portion thereof); (c) that none of the Released Parties will be liable to you under tort, contract, strict liability, negligence or any other legal or equitable theory, for any loss or damages of any kind (including, without limitation, for any direct, indirect, economic, exemplary, special, punitive, incidental or consequential losses or damages); (d) that damages, if any, caused to you are not irreparable or sufficient to entitle you to an injunction preventing any exploitation of any website, service, property, product or other content owned or controlled by the Released Parties, and you will have no rights to enjoin or restrain the development, production, distribution, advertising, exhibition or exploitation of any website, property, product, service, or other content owned or controlled by the Released Parties; (e) that the Released Parties are not responsible for the actions, content, information, or data of third-parties, and you release the Released Parties and their officers, directors, shareholders, employees, agents, suppliers, partners and representatives from any claims and damages, known and unknown, arising out of or in any way connected with any claim you have against any such third-parties; and (f) to the use of your name, biographical information, voice, performance, photograph, caption, entry, and/or likeness and statements for programming, trade, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by the Released Parties and their 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. By participating, you also agree not to release any publicity or other materials on their own or through someone else regarding their participation in the Giveaway without the prior consent of the Released Parties, which may be withheld in Mars's sole discretion.

INDEMNIFICATION: You shall defend, indemnify, and hold harmless the Released Parties from all losses, costs, actions, claims, damages, expenses (including reasonable legal costs) or liabilities, that arise from or relate to your use or misuse of, or access to, the Site, the content or otherwise from your violation of these Official Rules, or infringement by you, or any third-party using your account, of any intellectual property or other right of any person or entity. Mars reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Mars in asserting any available defenses.

GOVERNING LAW: These Official Rules 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 terms.

MISCELLANEOUS PROVISIONS: These Official Rules and all other terms incorporated by reference herein contain the entire understanding by and between Mars and you with respect to the matters contained herein and there are no promises, covenants or undertakings other than those expressly set forth herein. You will not assign your rights under these Official Rules or assign any rights or delegate any obligations hereunder, in whole or in part, whether

voluntarily or by operation of law, without the prior written consent of Mars. Mars may assign its rights under these Official Rules or any rights hereunder without your consent.

If any provision of these Official Rules is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from these Official Rules and will not affect the validity and enforceability of any remaining provisions. Mars's failure to insist upon or enforce strict performance of any provision of these Official Rules will not be construed as a waiver of any provision or right. No waiver of any of these Official Rules will be deemed a further or continuing waiver of such term or condition or any other term or condition.

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