

FINAL

ORBIT® GUM DREAM DATE SWEEPSTAKES PROMOTION

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A VALID EMAIL ADDRESS IS REQUIRED. PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS PROMOTION BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

- 1. ELIGIBILITY:** The ORBIT® Gum Dream Date Sweepstakes Promotion (the “Promotion”) is offered only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older at the time of entry. Void where prohibited or restricted by law. Employees, officers and directors, and their immediate family members (spouses, siblings, parents and children, including foster and step-relations, and their respective spouses) and household members (whether or not related) of Mars Wrigley Confectionery US, LLC (“Sponsor”), Prize Logic, LLC (“Administrator”), The Integer Group, American Broadcasting Companies, Inc., their respective owners, parents, subsidiaries and affiliates, advertising and promotion agencies, and any companies involved in the implementation and execution of the Promotion (collectively, the "Promotion Entities") are not eligible. By participating, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor (and its authorized third parties), which are final and binding on all matters relating to the Promotion.
- 2. PROMOTION PERIOD:** Promotion starts on or about 12:00 p.m. (noon) Eastern Time (“ET”) on December 30, 2020 and ends at 11:59:59 p.m. ET on March 31, 2021 (“Promotion Period”). This Promotion consists of twelve (12) separate Weekly Drawings for weekly prizes and one (1) Grand Prize Drawing. Each Weekly Drawing has its own “Weekly Entry Period” as set forth in the chart below. Entries into one Weekly Drawing do **not** carry over to any subsequent Weekly Drawings. All eligible entries received during the entire Promotion Period will be eligible for the Grand Prize Drawing. The clock on Administrator’s server shall be the official time keeping device for this Promotion.

| <b>Weekly Entry Period</b> | <b>Start Date (at 12:00:00 p.m. ET</b> | <b>End Date (at 11:59:59 p.m. ET)</b> | <b>Random Drawing Date (on or about)</b> |
|----------------------------|--|---------------------------------------|--|
| <b>1</b>                   | <b>12/30/20</b>                        | <b>1/10/21</b>                        | <b>1/11/21</b>                           |

|    |         |         |         |
|----|---------|---------|---------|
| 2  | 1/11/21 | 1/17/21 | 1/18/21 |
| 3  | 1/18/21 | 1/24/21 | 1/25/21 |
| 4  | 1/25/21 | 1/31/21 | 2/1/21  |
| 5  | 2/1/21  | 2/7/21  | 2/8/21  |
| 6  | 2/8/21  | 2/14/21 | 2/15/21 |
| 7  | 2/15/21 | 2/21/21 | 2/22/21 |
| 8  | 2/22/21 | 2/28/21 | 3/1/21  |
| 9  | 3/1/21  | 3/7/21  | 3/8/21  |
| 10 | 3/8/21  | 3/14/21 | 3/15/21 |
| 11 | 3/15/21 | 3/21/21 | 3/22/21 |
| 12 | 3/22/21 | 3/31/21 | 4/1/21  |

**3. HOW TO ENTER:** There are two (2) ways to participate in the Promotion, and a method to obtain bonus entries:

- a. **Enter with Photograph.** During the Promotion Period, an eligible entrant (“Entrant”) must take a photograph of the ORBIT® logo on any package of ORBIT® gum (“Photo”), and upload the Photo of the logo at [sweepstakes.orbitgum.com](http://sweepstakes.orbitgum.com) (“Website”). Photos may not exceed 10MB, and must be in .jpg, .jpeg, .gif or .png format. First time visitors to the Website will be required to register for the Promotion by following the online directions to: (i) submit their birthdate; (ii) submit his/her first and last name, street address, state, city, ZIP code, email address, daytime telephone number; (iii) agree to be bound by these Official Rules and the decisions of the Sponsor and its authorized third parties. Once registered (required once), Entrant must follow the online directions to upload a Photo of the front of the ORBIT® Gum package. After successful completion of the above steps, Entrant will receive one (1) entry into the applicable Weekly Drawing and one (1) entry into the Grand Prize Drawing (each, an “entry”). All entries must be received during the Promotion Period and must be received during a Weekly Entry Period in order to be eligible for that Weekly Drawing. **Important: If the Entrant is participating in the Promotion via a mobile device, message and data rates may apply.** The Entrant should consult his/her wireless service provider regarding its pricing plans. Participation may not be available on all mobile devices, as not all mobile devices or cellular telephone providers have the capabilities or carry the service necessary to participate in this method of entry.
- b. **No Purchase Method.** To enter without taking a photo of the ORBIT® gum logo and uploading it on the Website, follow the above directions to register for the promotion on the Website. Then, click on the “Don’t have a photo” link on the Website to find an image of an ORBIT® gum package. Take a screen shot or photo of the following image, and

follow the above online directions to upload the screen shot or photo.



- c. **Bonus Entries.** After an Entrant has registered and entered the Promotion by one of the above methods, an Entrant may receive up to five (5) total bonus entries (“Bonus Entries”) into the Grand Prize Drawing only by following the instructions on the Website to invite other people to participate in the Promotion by posting a link to the Entrant’s own Facebook wall or Twitter feed (“Invitation Post”). An Entrant will receive one (1) Bonus Entry into the Grand Prize Drawing when another person clicks on the link in the Entrant’s Invitation Post and registers for the Promotion. Limit five (5) total Bonus Entries per Entrant during the Promotion Period, regardless of the number of people that click on the link in the Entrant’s Invitation Post.

**Facebook/Twitter Share Guidelines:** A Facebook or Twitter Invitation Post (if Entrant clicks the link to share on Facebook or Twitter, as described above) must meet the requirements below:

- Must be in English, except for commonly understood foreign words;
- Must adhere to Facebook's Terms of Service (for Facebook shares), located at: <https://www.facebook.com/legal/terms> ;
- Must adhere to Twitter's Terms of Service (for Twitter shares), located at: <https://twitter.com/tos>;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;
- Must not disparage Sponsor or other Promotion Entities ;
- Must not prominently feature, mention, refer, or otherwise allude to the name, logo, or trademark of any entity, individual, product, or brand other than those of Sponsor and its brands;
- Must not include sensitive personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);
- Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race,

gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age (as determined by Sponsor at Sponsor's sole discretion);

- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way; and
- Must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any jurisdiction where posted.

**NOTE:** If any Facebook or Twitter Invitation Post fails to comply with any of these requirements or any other provisions of these Official Rules, Sponsor reserves the right to disqualify the Entrant, at its sole discretion. This Promotion is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Twitter. By using Facebook and/or Twitter to participate in the Promotion, an Entrant agrees to release Facebook and/or Twitter from any and all liability associated with Entrant's participation in the Promotion.

**Limit one (1) entry per person or e-mail address per day, regardless of the method of entry, with the exception of Bonus Entries. There is a limit of five (5) Bonus Entries into the Grand Prize Drawing over the entire Promotion Period.** A "day" is defined as 12:00:00 a.m. ET through 11:59:59 p.m. ET, except that the first day of the Promotion starts at 12:00 p.m. ET (noon). You may enter the Promotion under one name/e-mail/address only. In the event of a dispute about entries submitted by multiple individuals using the same email account or address, the entry will be deemed to have been submitted by the authorized account holder of the email account used to enter the Promotion at the actual time of entry. The authorized account holder is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Multiple entries per person/email/address/wireless telephone number in excess of the daily entry limit, or any use or suspected use of artifice, bots, robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to sweepstakes entry services/clubs) are prohibited; any Entrant using/benefitting from such methods will be disqualified and their entries voided. Proof of entry submission is not proof of receipt or eligibility for this Promotion.

- 4. SELECTION OF WINNERS/ODDS:** Weekly winner(s) will be selected in a random drawing conducted by Administrator on or about those dates listed in the chart in Rule 2 above, from all eligible entries received for that Weekly Drawing. Odds of winning a Weekly Prize depend on the number of eligible entries received for each Weekly Drawing. The Grand Prize Winner will be selected in a random drawing conducted by Administrator on or about April 1, 2021, from among all eligible entries received during the entire Promotion Period. Odds of winning the Grand Prize depend on the number of eligible entries received during the entire Promotion Period.

- 5. PRIZES AND APPROXIMATE RETAIL VALUE ("ARV"):**

- a. **Grand Prize (1):** \$10,000, delivered in the form of a check. ARV: \$10,000.
- b. **Weekly Prizes:**
  - i. Weekly Drawings 1, 4, 7 and 10 (150 prizes in each Weekly Drawing, for a total of 600 prizes): “Picnic You Basket,” consisting of one (1) charcuterie board, two (2) camp mugs, one (1) blanket, and five (5) packs of ORBIT® Gum. ARV: \$70.
  - ii. Weekly Drawings 2, 5, 8 and 11 (150 prizes in each Weekly Drawing, for a total of 600 prizes): “The Snuggle is Real Date Kit,” consisting of one (1) pair of socks, one (1) pair of slippers, one (1) sweatshirt, one (1) blanket, and five (5) packs of ORBIT® Gum. ARV: \$95.
  - iii. Weekly Drawings 3, 6, 9 and 12 (125 prizes in each Weekly Drawing, for a total of 500 prizes): “Here’s to the Next Date Kit,” consisting of one (1) small red roses infinity rose bouquet. ARV: \$85.

The ARV of all prizes offered in the Promotion is \$151,500.

**Prize Restrictions.** Limit one (1) Weekly Prize per Entrant. All brands, colors, sizes, features and other elements of the Weekly Prizes will be determined by Sponsor in its sole discretion. No transfer, assignment or substitution of prize (in whole or in part) is allowed, except that Sponsor reserves the right to substitute a similar prize of equal or greater value. Prizes must be claimed as set forth in Rule 6 below. All federal, state and local taxes, if any, are the sole responsibility of the winner. In no event will more than the stated number of prizes be awarded in this Promotion. *Any prize pictured or mentioned in advertising or Promotion materials is for illustrative purposes only and may not be the actual prize awarded.*

- 6. HOW TO CLAIM A PRIZE:** Potential winners will be notified by postal mail, telephone, email or other method, as solely determined by Sponsor. All prize claims are subject to verification by Administrator. Regardless of whether or not you receive a potential winner message, you are not a winner until your prize claim has been timely received and verified by the Administrator, your entry and eligibility have been verified, and you have complied with these Official Rules. Each potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules and may also be required to execute and return (or potential winner’s parent or legal guardian if potential winner is a minor in his/her state of residence) an Affidavit of Eligibility/Publicity Release within a time period specified by Administrator. Prize will be forfeited if prize claim is not timely received according to the instructions and by the prize claim deadline provided in the notification. The submission of prize claims is the sole responsibility of the Entrant, who assumes all risk of loss, damage, destruction, delay and misdirection of any communications and/or materials. Weekly Prizes will be mailed to confirmed winners via trackable delivery service approximately 6 to 8 weeks after winner confirmation, to the addresses provided by the winners. If a potential winner is found to be ineligible or not in compliance with these Official Rules, declines to accept the prize, cannot be contacted or fails to timely respond after two separate attempts, or in the event the prize confirmation or prize is returned as undeliverable, or not (timely) responded to the prize will be forfeited, and may, in Sponsor’s sole discretion, be awarded

to an alternate potential winner selected at random from the pool of eligible Entrants. Up to three (3) alternates will be offered each prize (where applicable), after which the prize will not be awarded.

- 7. LIMITATION OF LIABILITY:** The Promotion Entities are not responsible for illegible, lost, late, incomplete, stolen, misdirected (including into spam/junk folders), postage due, returned, or undeliverable entries, texts, email or postal mail or any other Promotion related communications; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; or garbled, corrupt, or jumbled transmissions, service provider/Internet/website use, net accessibility, incompatibility, availability or traffic congestion; or any technical, mechanical, printing, typographical or other error, unauthorized human intervention, or the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information. The Promotion Entities are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking, or by any of the equipment or programming associated with or used in the Promotion and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft, destruction or unauthorized access to any website(s). Promotion Entities are not responsible for any injury, including death, disability or other damage, whether personal or property, to Entrants or to any person's computer or mobile device related to or resulting from participating in the Promotion and/or accepting a Prize. If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion, including the selection of prize winners in a manner it deems fair and reasonable from among eligible entries received prior to such cancellation, termination, modification or suspension. If because of technical, typographical, mechanical or other errors or for any other reason, there are more claims for a prize than prizes offered as stated in these Official Rules, a random drawing will be held among all eligible claimants in such category to award such prize.

**IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OR MISUSE OF A PRIZE, ACCESS TO AND USE OF ANY PARTICIPATING WEBSITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS PROMOTION. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.**

- 8. GENERAL:** If it is suspected by Sponsor in its sole and absolute discretion that an Entrant has registered or attempted to register more than once using multiple email accounts, telephone numbers or multiple identities, all of the Entrant's entries will be declared null and void and any prize an Entrant might have been entitled to will not be awarded. Sponsor reserves the right to disqualify any individual in its sole and absolute discretion including but not limited to any individual suspected of, or found, in its sole opinion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, non-human mechanism, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing or benefitting from the same. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in Promotion materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media and any communications made by any person in any medium), the details of the Promotion as set forth in these Official Rules shall prevail. If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable.
- 9. RELEASE, INDEMNITY & GENERAL CONDITIONS OF PARTICIPATION:** By entering the Promotion, each Entrant agrees, to the fullest extent permitted by law to be bound by these Official Rules and by all applicable laws and decisions of Sponsor and Administrator which shall be binding and final, and to waive any rights to claim ambiguity with respect to these Official Rules.

To the maximum extent permitted by law, Entrants and winner(s) agree to waive, release, indemnify, defend and hold harmless ("release") Sponsor and all other Promotion Entities, each of their respective parents, affiliates, subsidiaries and divisions, and each of their respective directors, officers, employees and agents, and any social media platforms (collectively, "Released Parties") from and against any and all threatened or actual actions, liabilities, claims, demands, losses, lawsuits, judgments, settlements, fines, damages, costs and expenses (including reasonable attorney fees) whether or not litigation is commenced ("disputes") arising at any time from the Promotion and any element thereof; the entry (in whole or in part); participation (including travel) in any Promotion, event, and/or prize-related activity, or inability to receive or participate in, or parts thereof; the delivery, acceptance, use, mis-use of a prize or any failure with respect thereto by any person or entity; personal injuries including death, damage to or destruction of property, violation of any rights of publicity or privacy, defamation or portrayal in

a false light (whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory arising from or relating directly or indirectly to the Promotion and any element thereof; any act, default, omission, non-compliance, and/or a violation or breach of any law or agreement, representation, warranty or covenant made herein, or any other agreements by/with Entrant, the Sponsor and/or any Promotion Entity or Released Party, or any other third-person or entity who may not be a party to these Rules.

To the maximum extent permitted by law, Entrants and winner(s) covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any other releases in these Rules to the fullest extent permitted by law. A waiver by one or more of the Promotion Entities of any term in these Rules does not constitute a waiver of any other provision. If any item or provision contained in these Rules or any part thereof is declared or becomes unenforceable, invalid or illegal for any reason, all other terms and provisions of these Rules shall remain in full force and effect as if executed without the offending provision appearing therein.

Promotion Entities shall not be liable to winner or any other person or entity for failure to execute the Promotion, or any part thereof, or supply a prize in whole or in part, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, event delay or cancellation, or any similar or dissimilar event beyond their reasonable control.

- 10. DISPUTES: THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF ILLINOIS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES TO ARBITRATE ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST SPONSOR OR ANY OF THE PROMOTION ENTITIES (WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THIS MANDATORY ARBITRATION PROVISION). BY AGREEING TO ARBITRATION, THE ENTRANT UNDERSTANDS AND AGREES THAT HE/SHE IS WAIVING HIS/HER RIGHTS TO MAINTAIN OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING, TO SETTLE ANY DISPUTES. WITHOUT LIMITING THE FOREGOING, SHOULD A DISPUTE ARISE BETWEEN YOU AND SPONSOR AND/OR ANY PROMOTION ENTITY ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, YOU AGREE TO SUBMIT THE DISPUTE FOR RESOLUTION BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN CHICAGO, ILLINOIS, IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). FURTHER, IN ANY SUCH ARBITRATION, UNDER NO CIRCUMSTANCES WILL YOU BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVE ALL RIGHTS TO CLAIM PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES,**



INCLUDING ATTORNEYS' FEES OR OTHER RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ALL REQUESTS FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED OR THE SHORTEST TIME ALLOWED BY APPLICABLE LAW, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED. ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE TO THE PARTIES AND A JUDGMENT THEREON MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AND/OR CLASS ARBITRATION AS TO ANY CLAIM, DISPUTE OR CONTROVERSY THAT YOU MAY HAVE AGAINST SPONSOR AND/OR ANY PROMOTION ENTITY (INCLUDING ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, REPRESENTATIVES AND/OR ASSIGNS). YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A CLASS ACTION AND/OR CLASS ARBITRATION, AS APPLICABLE, OR TO REMOVE YOU AS A PARTICIPANT IN THE SUITE AND/OR CLASS ARBITRATION, AS APPLICABLE. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS THAT SPONSOR AND/OR ANY PROMOTION ENTITY INCURS IN SEEKING SUCH RELIEF. THIS PROVISION PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS ACTION LAWSUITS AND/OR CLASS ARBITRATIONS: (I) DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS OR REMEDIES TO PURSUE A CLAIM INDIVIDUALLY (OTHER THAN AS STATED HEREIN); AND (II) IS AN INDEPENDENT AGREEMENT. YOU MAY OPT OUT OF THESE DISPUTE RESOLUTION PROVISIONS BY PROVIDING WRITTEN NOTICE OF YOUR DECISION WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCESS THE SITE, POSTAGE PREPAID, TO SPONSOR AT THE ADDRESS LISTED AT THE END OF THESE OFFICIAL RULES.

11. **PRIVACY POLICY:** Any personally identifiable information collected during an Entrant's participation in the Promotion will be collected by Sponsor or its agent, and will be used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Policy as stated at <http://www.mars.com/global/policies/privacy/pp-english> and any communications an Entrant may agree during the registration process to receive in the future.
12. **PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a Prize, each winner grants (and agrees to confirm that grant in writing, or his/her parent or legal guardian will confirm that grant in writing if winner is a minor in his/her state of residence) permission for Sponsor and/or Sponsor's designee the perpetual right to use his/her 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 Sponsor'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.

**13. WINNERS' LIST:** For a list of the prize winners, send a self-addressed stamped envelope for receipt by May 31, 2021: ORBIT® Gum Dream Date Sweepstakes Promotion - Winners' List Request, P.O. Box 251328, West Bloomfield, MI 48325. Limit one request per person/household address.

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

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