M&M'S® BRAND GET NUTTY SWEEPSTAKES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING.

1. **WHO CAN PARTICIPATE (ELIGIBILITY):** This M&M'S® Brand Get Nutty Sweepstakes ("**Sweepstakes**") is open to individual legal residents of the 50 United States and Washington, D.C., who are age 13 or older as of date of participation. Employees (and their immediate families and members of the same household) of Sponsor (defined in Rule 12 below) and its affiliates and each of their respective employees, directors, shareholders, officers, managers, members, agents and advertising and promotions agencies are not eligible to participate in or win a prize.

2. **HOW TO PARTICIPATE:** During each calendar day (Eastern Time ("**ET**")) beginning at 12:00:01 PM ET on February 15, 2017 and ending at 11:59:59 AM ET on May 31, 2017, enter the Sweepstakes at www.nutty.mars.com and follow the on-screen instructions to register and submit an entry. You also may submit a photograph of a package of M&M'S® Brand Chocolate Candies (your "**Photo**"). If you submit a Photo, you must comply with the Photo Submission Requirements in Rule 3. After your Photo is reviewed for compliance with the Photo Submission Requirements, Sponsor may display it on www.nutty.mars.com.

   If you send a text message with the key word NUTTY to 87654, you will receive a reply text message requesting your date of birth and, if you are eligible, a second text message with a link to www.nutty.mars.com. **MESSAGE AND DATA RATES MAY APPLY**. To opt-out or stop receiving text messages, send "STOP NUTTY" to 87654 and for help, send "HELP NUTTY" to 87654. By sending a text message to 87654, you represent that you are the owner of (or have permission to use) the mobile telephone number and device you use to participate. **You also agree to receive text messages about this Sweepstakes and understand that you are solely responsible for all message and data charges that you incur**. All such charges are billed by and payable to your mobile service provider; please contact your participating mobile service provider for pricing plans, participation status and details. Text message services for the Sweepstakes are provided on an "as is" basis, may not be available in all areas at all times and may be affected by product, software, coverage or other service changes made by your mobile service provider or otherwise. Text messages are sent to you from an automated system. Consent to receive text messages is not a condition of purchase for any product or service.

   Each entrant may only use one email address to participate in the Sweepstakes. Each Sweepstakes entry is deemed made by the natural person assigned the email address used to participate by the entity that is responsible for assignment of email addresses for the domain associated with such person's email address. **ENTRY LIMIT: ONE (1) ENTRY PER EMAIL ADDRESS PER CALENDAR DAY.** Sponsor reserves the right to disqualify any participant that is suspected of using more than one email address to circumvent the entry limit.

3. **PHOTO SUBMISSION REQUIREMENTS:** Your Photo must be in .JPG, .JPEG, .GIF or .PNG file format and no more than 5 MB in size. By submitting your Photo, you (or your parent or legal guardian if you are younger than the age of majority in your state of residence) represent that:

   - your Photo is your original work taken specifically for this Sweepstakes and was not previously published;

- you are the sole creator and owner of your Photo;
- you have the unrestricted right to create and submit the Photo and to grant the rights to Sponsor that are described in these Official Rules; and
- your Photo does *not*:
  - include any business names or logos, brand names, characters or slogans other than those relating to the M&M'S® Brand;
  - infringe, misappropriate or violate any third party's copyright, trademark, patent, literary, trade secret, privacy, publicity, proprietary or other right;
  - contain any virus, bug, worm or other corruptive code that would affect the security, integrity or operation of the Sweepstakes' website;
  - disparage or make unsubstantiated claims about any third party or its products or services; or
  - contain any inappropriate or offensive content (as determined by Sponsor in its sole discretion).

You (or your parent or legal guardian if you are younger than the age of majority in your state of residence) understand and agree that:

- Sponsor reserves the right, in its sole discretion, to accept or not accept any Photo or post or remove any Photo at any time;
- you are solely responsible for any and all charges, fees and/or costs associated with creating and submitting your Photo and entering this Sweepstakes;
- Mars is the sole and exclusive owner of all right, title and interest in and to all logos, brand names, characters and slogans relating to the M&M'S® Brand and other products of Mars, along with all goodwill associated therewith (collectively, the "**Mars Intellectual Property**") and that nothing in these Official Rules constitutes authorization for use of the Mars Intellectual Property for any purpose other than submission of your Photo; and
- **YOU GRANT TO SPONSOR AND ITS DESIGNEES A WORLDWIDE, NON-EXCLUSIVE, SUB-LICENSABLE (THROUGH MULTIPLE TIERS), TRANSFERABLE, FULLY PAID-UP, ROYALTY-FREE, PERPETUAL, IRREVOCABLE RIGHT TO USE, REPRODUCE, DISTRIBUTE (THROUGH MULTIPLE TIERS), MODIFY, ENHANCE, CREATE DERIVATIVE WORKS OF, PUBLICLY PERFORM, PUBLICLY DISPLAY, DIGITALLY PERFORM, MAKE, HAVE MADE, SELL, OFFER FOR SALE, EXPORT AND IMPORT YOUR PHOTO (INCLUDING THE ELEMENTS DEPICTED OR IDENTIFIED IN YOUR PHOTO) IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, FOR ANY PURPOSE WHATSOEVER, COMMERCIAL OR OTHERWISE, WITHOUT FURTHER APPROVAL BY OR PAYMENT TO YOU.**

4. **WINNER SELECTION:** Promotion Fulfillment Company, the Sweepstakes' administrator, ("**PFC**") will select winners on or about June 8, 2017 from among all eligible Sweepstakes entries received. PFC will notify winners by telephone, mail and/or email. PFC's decisions are final. Odds of winning a prize depend on the number of eligible entries received.

5. **ENTRANT WARRANTY AND RELEASE:** BY SUBMITTING AN ENTRY, YOU (OR YOUR PARENT OR LEGAL GUARDIAN IF YOU ARE YOUNGER THAN THE AGE OF MAJORITY IN YOUR STATE OF RESIDENCE) (a) WARRANT THAT YOU ARE ELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES AND AGREE (AND HAVE THE LEGAL CAPACITY TO AGREE) TO THESE OFFICIAL RULES; (b) AGREE TO RELEASE SPONSOR, PFC AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS AND ADVERTISING AND PROMOTIONAL AGENCIES, AND THE DIRECTORS, OFFICERS, MANAGERS, MEMBERS, EMPLOYEES, SUCCESSORS AND/OR ASSIGNS OF EACH,

(COLLECTIVELY, THE "**RELEASED PARTIES**") FROM ANY AND ALL LIABILITY, LOSS OR DAMAGE ARISING FROM OR IN CONNECTION WITH THE AWARDING, RECEIPT AND/OR USE OR MISUSE OF A PRIZE OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY; AND (c) TO THE EXTENT PERMITTED BY LAW, WAIVE ANY RIGHT TO BRING ANY CLAIM AGAINST ANY OF THE RELEASED PARTIES AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

6. **PUBLICITY RIGHTS:** By submitting an entry, you agree to Sponsor's use of your name, address, likeness or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Any use of a minor's name, address, likeness or prize information is subject to the prior approval of the minor's parent or legal guardian.

7. **PERSONAL INFORMATION:** Personal information submitted in connection with this Sweepstakes is governed by the Mars Privacy Statement available at http://www.mars.com/global/policies/privacy/pp-english.

8. **PRIZES: One (1) First Prize**: a one (1) year's supply of M&M'S® Brand Chocolate Candies (*awarded as a case of 288 single-size packages (1.41 - 1.89 oz.) in a single M&M'S® flavor variety selected by winner*); Approximate Retail Value ("**ARV**") of First Prize: $372. **Three Thousand (3,000) Second Prizes**: each, "Movies at Home" Cash (*awarded as a code ("**Code**") redeemable at www.getnuttyreward.com. Winner is required to fully complete the redemption process and to provide the name of his or her participating cable, satellite or internet service provider, his or her full name (as it appears on his or her participating cable, satellite or internet service account) and a valid participating cable, satellite or internet service account number. Each Code is valid for a $10 credit applied to winner's participating cable, satellite or internet service bill. Code expires July 31, 2017 and cannot be replaced if lost or expired. Not all cable, satellite or internet service providers participate. Additional restrictions may apply*.); ARV of Each Second Prize: $10. **Total ARV of All Prizes: $30,372**. Each winner is solely responsible for all applicable taxes and other expenses associated with acceptance and use of a prize. Sponsor reserves the right to substitute any prize with one of equal or greater value but no other substitution or transfer of a prize is permitted. Additional restrictions may apply. Sponsor is responsible only for prize delivery. Sponsor is obligated to award only the prizes stated above. **ALL PRIZES ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OR GUARANTEE FROM SPONSOR TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

9. **VERIFICATION OF WINNERS & DELIVERY OF PRIZES:** All winners are subject to verification of compliance with these Official Rules. PFC may require winners to sign, notarize and return an affidavit of eligibility and liability release and, where permitted, publicity release ("**Winner Affidavit**"). A winner forfeits his or her prize if: a prize or prize notification is returned as undeliverable; a Winner Affidavit is not returned within the required time period; or he or she does not respond to any communication from PFC within the required time period. Sponsor may (in its sole discretion) award a prize won by a minor in the name of the minor's parent or legal guardian.

10. **GENERAL:** This Sweepstakes is void outside the 50 United States and Washington, D.C. and where prohibited or restricted. This Sweepstakes is subject to all applicable federal, state and local laws and regulations and is governed by the internal laws of the State of Delaware. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in

a court of competent jurisdiction within the United States. The Released Parties are not responsible for: late, lost, stolen, damaged, incomplete, postage-due, undeliverable, undelivered, misaddressed or misdirected entries, mail, email or other communications; errors, omissions, interruptions, deletions, defects or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices and their settings or transmission lines; data corruption, theft or destruction; or unauthorized access to or alteration or loss of Sweepstakes-related information or materials. The use of automated software or computer programs to participate in the Sweepstakes is prohibited and any individual who uses, attempts to use or who Sponsor suspects of using such methods to participate will be disqualified. Sponsor reserves the right to restrict participation from any IP or MAC address or device if suspicious activity is detected or suspected. The Released Parties disclaim any liability for damage to any computer system or device resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes. Sponsor reserves the right, at its sole discretion, to modify, terminate or suspend this Sweepstakes if for any reason this Sweepstakes cannot be conducted as intended. If the Sweepstakes is modified, terminated or suspended, Sponsor will post a notice at www.nutty.mars.com and, if time and circumstances allow, award the prizes in accordance with procedures established by PFC. Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if his or her fraud or misconduct disrupts the intended execution of the Sweepstakes. Sponsor also reserves the right to correct errors or inconsistencies in promotional materials. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

11. **WINNERS LIST:** To request the name of the First Prize winner, send an email to winnerslist@pfcfulfills.com with “39383” in the subject line. Requests must be received by August 31, 2017.

12. **SPONSOR:** Mars Chocolate North America, LLC, 800 High Street, Hackettstown, New Jersey.

QUESTIONS? Please send an email to GetNutty@pfcfulfills.com or call 877-500-9929.

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