

M&M'S® CLUB MOVIE OFFER

Official Terms and Conditions

- 1. ELIGIBILITY:** The M&M'S® Club Movie Offer (the "**Offer**") is offered only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older. 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 Chocolate North America, LLC ("**Sponsor**"), TPG Rewards, Inc. ("**Administrator**"), The Integer Group, their respective owners, parents, subsidiaries and affiliates, advertising and promotion agencies, and any companies involved in the implementation and execution of the Offer (collectively, the "**Offer Entities**") are not eligible. By participating, each entrant fully and unconditionally agrees to and accepts these Official Terms and Conditions and the decisions of the Sponsor and Administrator, which are final and binding on all matters relating to the Offer.

- 2. OFFER PERIOD:** Offer good only while supplies last. Offer starts on or about 12:00:01 a.m. Eastern Time (ET) on May 15, 2017 and ends at 11:59:59 p.m. ET on October 31, 2017 or while supplies last ("**Offer Period**"). The clock on Administrator's server shall be the official time keeping device for this Offer.

- 3. HOW TO PARTICIPATE:** During the Offer Period, purchase any M&M'S® 62 oz. pack ("**Participating Products**") at participating retailers ("**Eligible Purchase**"). Then, submit proof of an Eligible Purchase by uploading a photo of the receipt at www.freetix.mms.com (the "**Website**") by 11:59:59 p.m. ET on November 15, 2017 ("**Submission Deadline**"). **Limit one (1) Receipt Submission per person/email address.** To submit proof of an Eligible Purchase:
 - a. Place a checkmark on your receipt next to the retailer's name/logo, Participating Product purchased, date and time of purchase and receipt total.
 - b. Scan or take a picture of the original dated receipt from your Eligible Purchase. TIPS for taking your photo:
 - i. Please flatten the receipt and place it on a dark, non-reflective surface.
 - ii. Make sure there is enough light and that the entire receipt is in its frame.
 - iii. Hold the camera steady and also make sure the receipt is in focus.
 - iv. Review the image quality before submitting
 - v. Picture must be clear and cannot exceed 5MB in size and must be a JPEG file if scanned.
 - c. Access the Website and follow the onscreen instructions to upload your receipt (hereafter, your "**Receipt Submission**"). All Receipt Submissions must be received by the Submission Deadline. Be sure to keep your original receipt for your records.
 - d. After your Receipt Submission is completed you will receive an on-screen confirmation, followed by a reply email. By completing a Receipt Submission, you agree to receive

email responses about this Offer. The reply email will notify you of the status of your Receipt Submission and will include a code (“e-Movie Cash® Code”) to receive your \$12 e-Movie Cash Ticket (“Ticket”) and a link to the e-Movie Cash Code redemption site, or an error message about why your Receipt Submission could not be processed.

4. **HOW TO REDEEM:** To redeem your e-Movie Cash Code for a Ticket, follow these steps:
 - a. Once you have received an email with an e-Movie Cash Code and a link to the e-Movie Cash code redemption site, click on the link to access the redemption site and follow all on-screen prompts and instructions to enter your e-Move Cash Code and print a Ticket by 11:59:59 p.m. on November 22, 2017 (“Redemption Deadline”). All e-Movie Cash Codes expire on the Redemption Deadline. A Ticket may only be printed one (1) time for up to seven (7) days after you have received the confirmation email with the link to the redemption site.
 - b. You must follow the directions on the Ticket to use the Ticket no later than December 31, 2017. **All Tickets expire December 31, 2017.**

5. **GENERAL CONDITIONS: Limit one (e-Movie Cash Code per Receipt Submission; and one (1) Ticket per person/email address.** You must keep your original receipt. Sponsor reserves the right to require you to provide original receipt for verification purposes upon request. Each Ticket is subject to the following: (i) good for up to \$12 for a movie admission to any movie of your choice; (ii) valid in the United States and DC only at participating theaters (for a list of participating theaters go to www.emoviecash.com/locator); (iii) no cash will be provided as change; (iv) not valid with any other offer; (v) cannot be replaced if lost, stolen or damaged; (vi) not for resale; (vii) not redeemable for cash, except where required by law, in which case cash value is 1/100th of one cent; (viii) valid for no-coupon and no-pass shows only; (ix) valid until December 31, 2017; (x) additional rules, terms and conditions apply, available at www.freetix.mms.com. If the movie ticket cost at any theater is greater than \$12, you will be responsible for paying the difference between the Ticket value of \$12 and the actual cost of the movie ticket. Note that if the movie ticket cost is less than \$12, you will not receive the difference between the actual cost and the value of the Ticket. The Offer Entities make no representations or warranties that there will be a participating theater location near your residence. E-Movie Cash Codes and Tickets must be used by the deadlines and stated expiration dates set forth in these Terms and Conditions. Receipts obtained through unauthorized means or illegitimate channels will be void. Receipts cannot be sold, traded, auctioned, or bartered; all of which will be void. Duplicate requests and requests from resellers, dealers/distributors, their employees or warehouse facilities, groups, clubs or organizations will be void. **Important: If you are participating in the Offer via a mobile device, message and data rates may apply.** Consult your 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 participation.

- 6. LIMITATION OF LIABILITY:** Released Parties (as defined below) are not responsible for illegible, lost, late, incomplete, stolen, misdirected (including into spam/junk folders), returned, or undeliverable Receipt Submissions, redemption efforts, texts, email or postal mail or any other Offer 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. Released Parties 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 Offer 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). Released Parties 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 Offer and/or acceptance or use of Ticket. If, for any reason, the Offer is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Offer.

IN NO EVENT WILL THE RELEASED PARTIES 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 OFFER, PARTICIPATION IN OFFER AND/OR OFFER RELATED ACTIVITIES, THE USE OR MISUSE OF A TICKET, ACCESS TO AND USE OF ANY PARTICIPATING WEBSITES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THIS OFFER. WITHOUT LIMITING THE FOREGOING, THE TICKET AND EVERYTHING ON THE WEBSITE ARE 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.

- 7. RELEASE:** By participating in the Offer, you (and your parent or legal guardian, if you are a minor in your state of residence) agree to waive, release, indemnify, defend and hold harmless ("release") Sponsor and all other Offer Entities, their parents, affiliates, subsidiaries and divisions, and 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 or in connection with the Offer and the acceptance, possession or use/misuse of the Ticket.

8. DISPUTES: THIS OFFER IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF New York WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. AS A CONDITION OF PARTICIPATING IN THIS OFFER, YOU (AND YOUR PARENT OR LEGAL GUARDIAN, IF YOU ARE A MINOR IN YOUR STATE OF RESIDENCE), AGREE THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS OFFER, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN NEW YORK _____ HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, 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 CAUSES OF ACTION 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.

9. PRIVACY POLICY: Any personally identifiable information collected during your participation in the Offer 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 Offer as described in these Official Terms and Conditions and in accordance with Sponsor's Privacy Policy as stated at <http://www.wrigley.com/global/policies/privacy/pp-us-english.aspx> and any communications an Entrant may agree during the registration process to receive in the future.

10. SPONSOR: Mars Chocolate North America, LLC, Hackettstown, NJ 07840.

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