

FOCUS WITH GUM PROMOTION

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A VALID EMAIL ADDRESS IS REQUIRED.

- 1. ELIGIBILITY:** The Focus with Gum Promotion (the "Promotion") is offered only to legal residents of the 50 United States and the District of Columbia, who are 13 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"), 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 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 12:00:01 p.m. Eastern Time (ET) on June 3, 2019 and ends at 11:59:59 p.m. ET on November 30, 2019 ("Promotion Period"). The clock on Administrator's server shall be the official time keeping device for this Promotion.
- 3. HOW TO ENTER:** There are two ways to participate in the Promotion:
 - a. Enter with Purchase.** During the Promotion Period, an eligible entrant ("Entrant") must purchase any two (2) packs of EXTRA®, ORBIT® OR 5® gum in a single transaction (a "Qualified Purchase"), and upload a photo of the receipt at www.focuswithgum.com ("Website") by 11:59:59 p.m. ET on December 7, 2019 ("Submission Deadline"). Entrants will be required to provide their date of birth, first and last name, valid email address, daytime telephone phone number, street address, state, city and ZIP code each time they upload a photo of a receipt. The photo must clearly show all of the following (i) the name of the U.S. retailer where the Qualified Purchase was made; (ii) date of Qualified Purchase (must be made between 6/3/19 and 11/30/19; (iii) time of Qualified Purchase; (iv) receipt total; and (iv) purchase of two (2) or more Qualified Purchase packages (collectively, a "Qualifying Receipt"). After successful completion of the above steps, Entrant will receive one (1) entry into the Promotion ("entry"). **Limit one (1) entry per receipt, regardless of the number of Qualified Purchases contained on the receipt.** All entries must be received by the Submission Deadline. Entrants must keep a copy of

their receipt. Sponsor reserves the right to require a participant to provide original receipt for verification purposes upon request. **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. Non-Purchase Entry Method.** To enter without making a Qualified Purchase, visit the Website during the Promotion Period and follow the online instructions to register for the Promotion. You may be required to provide your birthdate, first and last name, email address, daytime telephone number, street address, city, state and ZIP code. After successful completion of the above steps, Entrant will receive one (1) entry into the Promotion.

Limit one (1) entry per person or e-mail address per day, regardless of the method of entry. A “day” is defined as 12:00:01 a.m. ET through 11:59:59 p.m. ET, except that the first day starts at 12:00:01 p.m. ET. 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:** Winners will be randomly selected throughout the Promotion Period by Administrator’s time based algorithm, based on the time of entry. Odds of winning depend on the number of estimated entries and time of completion of the entry.
- 5. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):** Prizes (5,823): \$25 Virtual Rewards card; ARV \$25 each.

The ARV of all prizes offered in the Promotion is \$145,575.

Prize Restrictions. Limit five (5) prize(s) per Entrant. 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. Gift cards are subject to terms and conditions established

by the issuer and communicated at time of prize award, and are not redeemable for cash. Gift cards expire January 31, 2020, are not reloadable, may not be resold, and cannot be replaced if lost, stolen, damaged or expired. Gift cards may be used on transactions not to exceed \$25; no change will be provided. 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:** Entrants will receive an on-screen message while connected to the Website, immediately after submitting their entry, with instructions telling the Entrant to check their email to see if they are a winner. Non-winners will receive a “Sorry Not a Winner” email sent to the email address associated with his/her entry. Each winner will receive a link to download and print their Virtual Rewards Card sent to the email address associated with his/her entry. Virtual Rewards Card will expire 1/31/20. Download and print your Virtual Rewards Card Certificate. The Virtual Rewards Card Certificate can only be printed one (1) time for up to seven (7) days after you have received the confirmation email with the link to the Certificate. You must follow the directions on the Virtual Rewards Card Certificate to use the Virtual Rewards Card Certificate at participating retailers no later than January 31, 2020. All Virtual Rewards Card Certificates expire January 31, 2020. You must save your receipt indicating a Qualified Purchase for prize verification, if requested by Administrator. 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 entry and eligibility have been verified, and you have complied with these Official Rules. Screen shots shall not be deemed to determine winning status. 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. 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.
- 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, their parents, affiliates, subsidiaries and divisions, and their respective directors, officers, employees and agents, and any social media platforms (“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 THAT ANY AND ALL DISPUTES WHICH CANNOT BE RESOLVED BETWEEN THE PARTIES, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROMOTION, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, EXCLUSIVELY BEFORE A COURT LOCATED IN COOK COUNTY, ILLINOIS HAVING JURISDICTION. FURTHER, IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES WILL PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES 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.

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. SPONSOR: Mars Wrigley Confectionery US, LLC, 1415 N. Cherry Street, Chicago, Illinois 60642.