

FINAL

SNICKERS® + SKITTLES® CELEBRATE THE FUNNER SIDE OF THE NFL PROMOTION

OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. A VALID TWITTER ACCOUNT IS REQUIRED.**

- 1. ELIGIBILITY:** The SNICKERS® + SKITTLES® Celebrate the Funner Side of the NFL 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"), Fooji, Inc. ("Administrator"), The Integer Group, the NFL Entities (as defined below), 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. **NFL ENTITIES:** The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, owners, shareholders, officers, directors, agents, representatives and employees (collectively, the "NFL Entities") have not offered or sponsored this Offer in any way. This Offer is not endorsed or administered by, or associated with, Twitter.
- 2. PROMOTION PERIOD:** Promotion starts on or about 12:00:01 a.m. Pacific Time (PT) on September 9, 2019 and ends at 11:59:59 p.m. PT on November 30, 2019 ("Promotion Period"). This Promotion consists of twelve (12) separate Weekly Drawings for SNICKERS prizes and twelve (12) separate Weekly Drawings for SKITTLES prizes. Each Weekly Drawing has its own "Weekly Entry Period" as set forth in the chart below.

<b>Weekly Entry Period</b>	<b>Start Date (at 7:00 p.m. PT except for Weekly Entry Period 1)</b>	<b>End Date (at 6:59:59 p.m. PT)</b>	<b>Random Drawing Date (on or about)</b>
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1	9/9/19 at 12:00:01 a.m. PT	9/9/19	9/10/19
2	9/9/19	9/16/19	9/17/19
3	9/16/19	9/23/19	9/24/19
4	9/23/19	9/30/19	10/1/19
5	9/30/19	10/7/19	10/8/19
6	10/7/19	10/14/19	10/15/19
7	10/14/19	10/21/19	10/22/19
8	10/21/19	10/28/19	10/29/19
9	10/28/19	11/4/19	11/5/19
10	11/4/19	11/11/19	11/12/19
11	11/11/19	11/18/19	11/19/19
12	11/18/19	11/25/19	11/26/19

Non-winning entries into one Weekly Entry Period will **not** carry forward to subsequent Entry Periods. The clock on Administrator’s server shall be the official time keeping device for this Promotion. During the Promotion Period and prior to each scheduled NFL Monday Night Football Game (“MNF Game”) to be played during the Promotion Period, Sponsor will tweet a call to action NFL themed hunger play (“Hunger Play”) from the @SNICKERS Twitter handle (“SNICKERS CTA Tweet) and a call to action celebratory challenge activity (“Celebratory Challenge”) from the @SKITTLES Twitter handle (“SKITTLES CTA Tweet”). The SNICKERS CTA Tweet and SKITTLES CTA Tweet may be referred to collectively as a “CTA Tweet.” Each CTA Tweet will be at a time and date determined by Sponsor in its sole discretion. The Hunger Play and Celebratory Challenge contained in each CTA Tweet must occur in the MNF Game played immediately following the CTA Tweet in order to trigger a Weekly Drawing (see Rule 4 below).

**3. HOW TO ENTER:**

- a. To enter a Weekly Drawing for SNICKERS prizes, an eligible entrant (“Entrant” or “you”) must send a tweet on the Twitter platform with the hashtags #SNICKERSNFL#CONTEST (“Required Hashtags”) (each, a “Participation Tweet”). You will then receive a link tweeted back to you that directs you to the online registration form. You must fully complete the registration form by providing all required information, which may include your birth date, first and last name, telephone number and email address. Upon completion of these steps, you will receive one entry into the applicable Weekly Drawing, based on the time your completed registration form is received.
- b. To enter a Weekly Drawing for SKITTLES prizes, you must send a tweet on the Twitter platform with the hashtags #SKITTLESNFL#CONTEST (“Required Hashtags”) (each a “Participation Tweet”). You will then receive a link tweeted back to you that directs you to the online registration form. You must complete the registration form by providing all required information, which may include your birth date, first and last name, telephone number and email address. Upon completion of these steps, you will receive one entry

into the applicable Weekly Drawing, based on the time your completed registration form is received.

- c. An Entrant must have or create a non-private Twitter account in good standing (by Twitter's determination) in order to participate in this Promotion. The privacy settings on your Twitter account must be turned off. If an Entrant does not have a non-private Twitter account, he/she can create one at no cost at [www.Twitter.com](http://www.Twitter.com). Creation of a Twitter account requires Entrant to agree to Twitter's Terms of Service and Privacy Policy, available via the links at [www.Twitter.com](http://www.Twitter.com). **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.

**Limit one (1) entry per person or e-mail address per Weekly Drawing.** You may enter the Promotion under one name/Twitter account only. In the event of a dispute about entries submitted by multiple individuals using the same Twitter account, the entry will be deemed to have been submitted by the authorized account holder of the Twitter 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 a Twitter account by Twitter. Multiple entries per person/Twitter account 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:** If (and only if) the Hunger Play announced in the SNICKERS CTA TWEET occurs during the MNF Game played immediately after that Hunger Play is announced (as officially determined by the appointed officials officiating that MNF Game), then a Weekly Drawing for SNICKERS prizes will be conducted. If (and only if) the Celebratory Challenge announced in the SKITTLES CTA TWEET occurs during the MNF Game played immediately after that Celebratory Challenge is announce (as officially determined by Sponsor), then a Weekly Drawing for SKITTLES prizes will be conducted. If a Weekly Drawing is conducted, Weekly winners 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 depend on the number of eligible entries received for each Weekly Drawing.

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

- a. **SNICKERS Weekly Prizes:**

Weekly Drawing	Prize (1 per Weekly Drawing)	ARV
1	2 NFL Game Tickets	\$1,000
2	2 NFL Game Tickets	\$1,000
3	Rush the Field at Super Bowl LIV (Winner + Guest)	\$14,000
4	2 NFL Game Tickets	\$1,000
5	2 NFL Game Tickets	\$1,000
6	2 NFL Game Tickets	\$1,000
7	2 NFL Game Tickets	\$1,000
8	2 NFL Game Tickets	\$1,000
9	2 NFL Game Tickets	\$1,000
10	2 NFL Game Tickets	\$1,000
11	2 NFL Game Tickets	\$1,000
12	2 NFL Game Tickets	\$1,000

**Restrictions on Snickers prizes.**

i. **Week 3 Prize:** The Week 3 Prize consists of a trip for two to Super Bowl LIV in 2020 in Miami, Florida and the opportunity to Rush the Field prior to the game. Trip consists of: two (2) tickets to Super Bowl LIV (location/level to be determined by Sponsor); round-trip coach class air transportation for the winner and one (1) guest from a major commercial airport near the winner’s home to Miami, FL (airports determined by Sponsor; if Grand Prize winner resides within two hundred fifty (250) miles of destination, Sponsor may provide ground transportation in lieu of air transportation); ground transportation in Miami between the hotel and airport; four (4) nights’ hotel accommodations in the form of one (1) standard room, double-occupancy (hotel to be determined solely by Sponsor) (room and tax only); and the opportunity to rush the field prior to the game. Winner and guest must be able to travel on the dates specified by Sponsor; no alternate travel dates are available. Winner and guest must travel together on the same itinerary; travel must originate and terminate at the same airport/location. If Winner is a minor in his/her state of residence, he/she must be accompanied by his or her parent or legal guardian as the guest. If the guest is a minor in his/her state of residence, Winner must be the guest’s parent or legal guardian. Winner and guest must comply with all applicable venue rules and regulations or the Prize may be forfeited. If the winner elects to travel or partake in the Prize without a guest, no additional compensation will be awarded to the winner. The actual value of the trip may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this prize. Travel must be booked

at least six to eight weeks in advance. Guest of winner (or his/her parent or legal guardian if guest is a minor in his/her state of residence) must sign and return a Publicity and Liability Release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner.

ii. **Weeks 1, 2 and 4 through 12 Prize.** Each Weekly Prize for Weeks 1, 2 and 4 through 12 consist of a set of two (2) tickets to a 2020 NFL game of winner's choice (seating selected by Sponsor in its sole discretion and subject to availability and all applicable ticket, venue and other applicable terms and restrictions). **Prize consists of tickets only. Winner is responsible for any transportation, lodging or other expenses.** Confirmed winners will be contacted by Sponsor or its representative within 7-10 days after the release of all 2020 NFL team schedules (estimated to be released in mid-April, 2020) by postal mail, telephone (including text message), email or other method, as solely determined by Sponsor. Winners will receive instructions on how the winner may specify his/her first, second and third choices of tickets to an NFL regular season game. Once the NFL teams/games specified by the winner have made a final determination on the issuance of its 2020 tickets, Sponsor will notify each winner of the 2020 regular season game tickets he/she will receive, with information on how to claim or receive the tickets. Tickets are delivered by each NFL team (beginning in approximately late July through August, 2020) pursuant to each team's policies and procedures, which are outside the control of Sponsor. An NFL team may deliver its tickets by email, access to an online account where ticket holders may print the tickets, or by mail. Each winner is solely responsible for following the instructions provided by the applicable NFL team to claim or receive his/her tickets. All applicable terms and restrictions of ticket issuer/venue apply.

iii. **Prize Restrictions for all Snickers ticket prizes:** Sponsor bears no responsibility if any event, element or detail of a prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the prize, minus any unavailable event, element or detail. Sponsor is not responsible if event is delayed, postponed, or canceled for any reason. Winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to loss, damage, destruction (and such will not be replaced), or to delay or cancellation of the event, but tickets may be subject to standard rain-check policies and procedures set by the issuer. Winner agrees that event admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. Sponsor reserves the right to remove or to deny entry to winner and/or his/her guest if either winner or his/her guest violates the previous restrictions or engages in a

disruptive manner, or with intent to abuse, threaten or harass any other person or cause damage to or property loss at the event.

b. SKITTLES Weekly Prizes:

Weekly Drawing	Prize (and # of prizes each Weekly Drawing)	ARV (each prize)
1	SKITTLES Track Jacket (12)	\$63
2	SKITTLES Winter Hat and Hoodie (17)	\$80
3	SKITTLES Track Jacket (12)	\$63
4	SKITTLES Winter Hat and Hoodie (17)	\$80
5	SKITTLES Track Jacket (12)	\$63
6	SKITTLES Winter Hat and Hoodie (17)	\$80
7	SKITTLES Track Jacket (12)	\$63
8	SKITTLES Winter Hat and Hoodie (17)	\$80
9	SKITTLES Track Jacket (12)	\$63
10	SKITTLES Winter Hat and Hoodie (17)	\$80
11	SKITTLES Track Jacket (12)	\$63
12	SKITTLES Winter Hat and Hoodie (17)	\$80

**Restrictions on SKITTLES prizes.** Each hat prize is one size fits all. Hoodie and Jackets prizes come in sizes S/M/L/XL/2XL, while supplies of each size last. Each winner may request a particular size hoodie or jacket if that size item is still available. If a requested size is not available, Sponsor may award the winner with the next closest available size, at Sponsor's sole discretion.

**c. General Restrictions.** Limit one (1) SNICKERS Weekly Prize and one (1) SKITTLES Weekly Prize 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. 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. 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. Snickers Prizes will be delivered as set forth in Rule 5(a) above. Skittles Prizes may 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, 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 FORM 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, Twitter, 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 THE COUNTY OF 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 Fooji, and will be used by Fooji, 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 Fooji's Privacy Policy as stated at <https://www.fooji.com/privacy/> 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 Entrant and 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 winners of prizes with a value over \$25, send a self-addressed stamped envelope for receipt by November 30, 2019 to: SNICKERS® + SKITTLES® CELEBRATE THE FUNNER SIDE OF THE NFL Promotion - Winners' List Request, c/o Fooji, 257 E Short St STE 200, Lexington, KY 40507. Limit one request per person/household address.
- 14. SPONSOR:** Mars Wrigley Confectionery US, LLC, 1415 N. Cherry Street, Chicago, Illinois 60642.