

STARBURST® All Pink #DoYou Challenge Terms and Conditions

- 1) **INTRODUCTION:** These terms and conditions (the "Terms") govern the order and purchase by you of any STARBURST®, including merchandise purchased as part of the **STARBURST® All Pink #DoYou Challenge** ("Program") on StarburstAllPink.com ("Site"). By using this Site and/or placing an order for Product and/or Merchandise, you accept and agree to be bound by these Terms, as well as to the (a) [General Terms & Conditions](#) for Web Sites Operated by the Mars, Incorporated Family of Companies and the (b) Mars, Incorporated [Privacy Policy](#), which are hereby incorporated by reference. By participating in the **STARBURST® All Pink #DoYou Challenge** ("Program"), you fully and unconditionally agree to and accept these Terms and Conditions ("Terms") and any terms that apply to the Program.

- 2) **PRODUCT AND MERCHANDISE ORDERS:**
 - a. **Pricing.** Pricing, payment and other terms applicable to Product and Merchandise purchases, including, but not limited to, any applicable set-up fees, are set forth on the Site and incorporated into these Terms by reference. Sponsor, their respective agencies, agents, contractors, and employees (together, "Program Entities") may, in its sole discretion, change any such prices or other terms at any time without notice.

 - b. **GENERAL REQUIREMENTS:**
 - i. Purchase your STARBURST® All Pink #DoYou Challenge calendar starting 9/28/2021 while supplies last.
 - ii. Program is open to residents who reside within the 50 US & DC and are 16+ as of 9/28/2021 at 10:00 AM Eastern Daylight Time.
 - iii. Make your purchase by visiting StarburstAllPink.com (the "Website") by providing your first and last name, shipping address, billing address, and email address (each, an "Eligible Registrant").
 - iv. Visitors to the Website will receive one (1) STARBURST® All Pink #DoYou Challenge calendar (\$0.99) via free ground shipping, while supplies last.
 - v. Limit one (1) STARBURST® All Pink #DoYou Challenge calendar per address/IP address and Email. Offer valid while supplies last. **Supplies are limited.** Sponsor's clock is the official device for the offer timing. Participants are responsible for determining the corresponding time zone in their respective jurisdictions.
 - vi. Program Entities reserve the absolute right to reject orders in its sole discretion.
 - vii. The Product and/or Merchandise is being ordered solely for your personal use, and you will not market, resell or otherwise distribute the Product or Merchandise to any third party for commercial purposes.

- 3) **FORCE MAJEURE:** Notwithstanding any other provision of these Terms, if Program Entities are delayed in or prevented from fulfilling any of its obligations under these Terms by reason of any event beyond its reasonable control, including but not limited to acts of God or terrorism, fire, strikes, delay of transportation or inability to obtain necessary new materials through normal commercial channels, Program Entities will not be liable for damages resulting from such delay or prevention. Program Entities will promptly notify you of the occurrence of any such event and will use reasonable efforts to minimize the resulting delay or prevention.

- 4) **INDEMNIFICATION:** By participating in the Program, you agree to indemnify, and hold harmless any Program Entities including Mars Wrigley including its affiliates, subsidiaries, and partners and their officers, directors, affiliates, employees, suppliers and agents from and against any and all claims, liabilities, damages, losses and expenses (including reasonable attorneys' fees and costs) due to, arising out of or in any way connected your participation in this Program, any breach of the foregoing warranties

or agreements or the use, in whole or in part, by any Program Entity (or portion thereof) submitted by the you in this Program. By participating, you agree to these Terms, which are final and binding in all respects.

- 5) **MODIFICATIONS:** Program Entities may change, suspend or discontinue all or any aspect of the Site at any time, including, without limitation, the processing of orders for Product and/or Merchandise and the availability of any information, without prior notice or liability. Program Entities reserves the right, at its discretion, to change or modify all or any part of these Terms at any time; however, we will not make any changes that have a retroactive effect unless legally required to do so.
- 6) **WARRANTY DISCLAIMER:** All Product and Merchandise provided by Mars Wrigley's partners are provided as is and with all faults. To the maximum extent permitted by applicable law, Mars Wrigley and its affiliates and partners hereby disclaim all warranties and conditions, whether express, implied or statutory, including, but not limited to, any and all implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of accuracy or completeness of responses, of results, or of workmanlike effort, all with regard to the Product and Merchandise.
- 7) **LIMITATION OF LIABILITY:** In no event will Mars Wrigley or its partners be liable for any consequential, indirect, punitive or special damages of any kind arising out of or relating to use of (or inability to use) the Site, Program and/or Product or Merchandise, even if Mars Wrigley has been advised of the possibility of such damages. This limitation may not be applicable to you because some jurisdictions do not allow limitations on or exclusions of liability for incidental or consequential damages in certain circumstances.
- 8) **CUSTOMER SERVICE:**
 - a. **CHANGING & CANCELLATIONS:** For changes or cancelations for your order, please email info@starburstallpink.com and a representative will get back to you as soon as possible.
 - b. **SHIPPING & RETURNS:** Program Entities are not responsible or held liable for any lost, damaged or stolen packages during shipping. STARBURST® All Pink #DoYou Challenge calendar is not permitted for returns or refunds.
- 9) **GOVERNING LAW/JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of participants or Sponsors in connection with the Program shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to any other conflicts of law principles. All participants consent to the jurisdiction and venue of the courts located in Newark, New Jersey.
- 10) **SEVERABILITY:** If any provision(s) of these Terms are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 11) **PRIVACY POLICY:** Personal information collected in connection with this Program will be used in accordance with these Terms and the Administrator's Privacy Statement at <https://www.mars.com/privacy>. By participating in the Program, you agree to the collection and usage of your personal information and acknowledge that you have read and accepted Administrator's Privacy Statement.
- 12) **MISCELLANEOUS:** Mars Wrigley or its partners failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to similar or subsequent breaches. If any part of these Terms is held to be unenforceable or invalid, such part will be deemed automatically superseded by an enforceable, valid provision most closely matching the intent of the original provision and the remainder of these Terms will continue in effect. These Terms will be binding upon you and your successors and permitted assigns. You may not assign any of its rights or obligations hereunder without the express prior written consent of Mars Wrigley. All remedies available for breach of these Terms are

cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be deemed an election of such remedy or the exclusion of other remedies. You agree to execute and deliver such further documents and assurances, if any, as may be required from time to time to give effect to these Terms.

13) SPONSOR: Mars Wrigley Confectionery US, LLC, 800 High Street, Hackettstown, NJ 07840.

14) Administrator: ICF Next, 420 N 5th Street, Minneapolis, MN 55401.

Social Media abbreviated terms: "Limit one (1) STARBURST® All Pink #DoYou Challenge calendar per address/IP address and Email. Offer valid while supplies last. See [INSERT TINY URL] for details."