

2023 SNICKERS® NFL CIRCLE K INSTANT WIN GAME AND SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY

- 1. PROMOTION DESCRIPTION. SNICKERS® 2023 NFL Circle K Instant Win Game and Sweepstakes** (the “**Promotion**”) begins on November 1, 2023 at 12:00:00 AM Eastern Time (“**ET**”) and ends on January 2, 2024 at 11:59:59 PM (ET) (the “**Promotion Period**”). The Promotion consists of a random draw sweepstakes (the “**Sweepstakes**”) wherein one (1) Grand Prize and twelve (12) First Prizes will be awarded in a random drawing at the end of the Promotion Period from among all eligible entries received during the Promotion Period; and an online instant win game (“**Instant Win**”) wherein approximately five (5) Instant Win prizes will be randomly awarded during each Instant Win Period, as described herein. Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Mars Wrigley Confectionery US, LLC (“**Sponsor**”), which shall be final and binding in all respects.
- 2. ELIGIBILITY:** Open to legal residents of the fifty (50) United States and District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees, officers, and directors of Mars Wrigley Confectionery US, LLC, Circle K Stores Inc., their respective parent companies, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, “**Promotion Entities**”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

The National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions, LLC, NFL International, LLC, NFL Players Association, NFL Players Incorporated, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, members, representatives, and employees (collectively, the “NFL Entities”) will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.

- 3. HOW IT WORKS:** During the Promotion Period, scan the QR code found on Promotion advertising materials at participating Circle K locations in the U.S. using the camera on your wireless phone and then click on the link to be redirected to the Promotion website or go directly to **snickersfootball.com** (the “**Website**”), complete

the registration form as directed by providing your First Name, Last Name, Complete Mailing Address, Email Address, Phone Number, and Date of Birth, then follow the on-screen instructions to play the game. Once you complete the game, you will be informed immediately if you have won an “Instant Win Prize” (as defined below) and instructions on how to claim the Instant Win Prize; and will receive one (1) entry into the Sweepstakes, regardless of whether you won or lost the Instant Win Prize. If you receive a message that contains any message other than an Instant Win Prize message, you are not an instant winner. If you do not wish to be entered for a chance to win a Grand Prize or First Prize, you should not enter for a chance to be an Instant Prize winner.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor’s Privacy Policy available at <https://www.mars.com/privacy>. **Limit one (1) game play/Sweepstakes entry per person and per email address per day.** For purposes of these Official Rules, a “day” is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. (ET) and ending at 11:59:59 p.m. (ET).

Instant Win Prize Winner Determination: One (1) computer generated winning time (approximately five (5) per Instant Win Period, as defined below) will be randomly generated for each Instant Win Prize available in this Promotion. If you are the first participant to participate in the game at or after one of the randomly generated times, you will be a potential winner of the Instant Win Prize indicated, subject to verification of eligibility. If you are a potential Instant Win Prize winner, you will be provided with instructions on how to claim your Instant Win Prize during your online session. If you receive a message that contains any message other than a winning message, you are not an Instant Win Prize winner.

Instant Win Period	Start Date	End Date	Approx. # of Prizes
1	11/1/23	11/7/23	5
2	11/8/23	11/14/23	5
3	11/15/23	11/21/23	5
4	11/22/23	11/28/23	5
5	11/29/23	12/5/23	5
6	12/6/23	12/12/23	5
7	12/13/23	12/19/23	5
8	12/20/23	1/2/24	5

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion

subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration as long as such person is otherwise eligible in accordance with these Official Rules. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a prize claim is solely the responsibility of the participant.

4. **SWEEPSTAKES WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, one (1) potential Sweepstakes Grand Prize ("**Grand Prize**") winner twelve (12) potential Sweepstakes First Prize ("**First Prize**") winners will be randomly selected from all eligible entries received during the Promotion Period. The potential winners will be notified by telephone and/or email, using contact information associated with the potential winner's Promotion registration. Sponsor shall have no liability for any potential winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if a notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit their prize and an alternate potential winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) alternate potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential winner is found to be ineligible, or if they have not complied with these Official Rules or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

5. PRIZES/ODDS:

SWEEPSTAKES PRIZES:

The odds of winning a Sweepstakes Prize depend on the number of eligible entries received. The odds of winning a Grand Prize are the same as the odds of winning a First Prize.

One (1) Grand Prize is available. The Grand Prize consists of a trip for the winner and one (1) guest to a 2024 regular season NFL game of winner's choice anywhere in the continental United States. Grand Prize includes round trip, economy class air transportation for winner and one (1) guest between a major commercial airport near winner's home (as determined at the sole discretion of Sponsor) and a major commercial airport near the destination city; two (2) nights' hotel accommodations (one (1) standard room, double occupancy) in the destination city; local ground transportation in the destination city as determined by Sponsor; \$500.00 spending allowance (awarded in the form of two (2) \$250 pre-paid bank-issued debit cards to winner only); one (1) signed football; one (1) signed jersey; and a virtual meet and greet with Jaylen Waddle (subject to availability). Debit cards are subject to the terms and conditions imposed by the issuer. Seat locations at the game shall be determined in the sole discretion of Sponsor. If the game is rescheduled or cancelled for any reason after ticketing of prize, tickets will be subject to the standard terms set by the issuer. Additional restrictions may apply. Grand Prize winner and guest must travel together on the same itinerary on date(s) as specified by Sponsor or the prize will be forfeited in its entirety. Guest must be at least eighteen (18) years of age on the day of the game, unless accompanied by their parent or legal guardian, which must be the Grand Prize winner. Grand Prize winner and their guest agree to comply with all applicable venue rules, as applicable, and regulations in connection with the Grand Prize. Guest of Grand Prize winner (or their parent/legal guardian if such guest is a minor (i.e. Grand Prize winner)) must sign and return a Liability/Publicity Release prior to ticketing of Grand Prize. Sponsor and/or authorized venue representative reserves the right to remove or to deny entry to any Grand Prize winner and/or their guest who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the game. Game dates and times are subject to change. Game tickets awarded as prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Grand Prize forfeiture. Sponsor and the NFL will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of the game. If a Grand Prize winner lives close enough to the destination city as determined by Sponsor in its sole discretion, alternate transportation will be provided to such Grand Prize winner in lieu of air travel and any difference in value will not be awarded. Travel subject to availability, blackout dates, advanced notice requirements, and once booked, no changes will be permitted. Grand Prize winner and guest will not receive frequent flyer miles, hotel stay award points or other "perks" in conjunction with Grand Prize

travel. Additional restrictions may apply. Approximate Retail Value (“ARV”) of Grand Prize: \$7,000. Any difference between the estimated ARV stated above and the actual value will not be awarded.

Twelve (12) First Prizes are available. Each First Prize consists of either a Jaylen Waddle Signed Jersey (ARV \$400 each); or a Jaylen Waddle Signed Football (ARV \$325 each). Exact First Prize received is at the sole discretion of Sponsor. The quantity of available signed jerseys is six (6) and the quantity of signed footballs available is six (6).

INSTANT WIN PRIZES:

UNCLAIMED/UNREDEEMED INSTANT WIN PRIZES WILL NOT BE AWARDED.

Forty (40) Instant Win Prizes are available (approximately five (5) Instant Win Prizes per Instant Win Period during the Promotion Period). Each Instant Win Prize consists of a \$100 NFLShop.com eGift Card. eGift Cards subject to separate terms and conditions imposed by issuer.

Odds of winning an Instant Win Prize depend on the total number of eligible plays and the time and date upon which they are entered.

Limit one (1) Sweepstakes Prize and one (1) Instant Win Prize per person.

The total ARV of all Sweepstakes and Instant Win Prizes combined available in this Promotion is \$15,350.

- 6. GENERAL PRIZE CONDITIONS:** No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed is unavailable for any reason. Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner may have to sign (and, in the case of the Grand Prize winner, must sign and have notarized) and return an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, “**Prize Claim Documents**”). If any potential winner fails or refuses to return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Promotion. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

7. GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winners of any remaining prize from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The

invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

8. **PRIVACY:** Except as may be otherwise contemplated in these Official Rules, any personal information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's privacy policy found at <https://www.mars.com/privacy>.
9. **DISPUTES:** THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW JERSEY, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN WARREN COUNTY, NJ. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW JERSEY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN HACKETTSTOWN, NJ. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. POTENTIAL WINNERS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY POTENTIAL WINNER AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORTING TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
10. **WINNERS LIST:** For the names of the winners, send a self-addressed, stamped envelope to: **2023 SNICKERS® NFL Circle K Instant Win Game and Sweepstakes**, Attn: Winners List, 19790 West Dixie Highway, Suite 808, Aventura, FL 33180. All such requests must be received within six (6) weeks after the end of the Promotion Period.
11. **SPONSOR:** Mars Wrigley Confectionery US, LLC, 110 Edison Place, Newark, NJ 07102.

Entrants irrevocably waive all claims against the NFL Entities and agree that the NFL Entities will have no liability or responsibility for any claim arising in connection with

participation in this Promotion or the prizes awarded. The NFL Entities have not offered or sponsored this Promotion in any way.

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