

**ORBIT® Bad Date Rebate**  
**Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**PLEASE READ THESE OFFICIAL RULES CAREFULLY AS THE OFFICIAL RULES REQUIRE THAT ENTRANT WAIVES THE RIGHT TO A JURY TRIAL AND THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.**

**1. Grant; Sponsor's Use of Submissions:** Posting a Submission (defined below) constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

**2. Eligibility:** ORBIT(®) Bad Date Rebate (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least the age of a majority in their state of residence (this is eighteen (18) years old in most states and nineteen (19) years old in Alabama and Nebraska) at the time of entry. Employees of Mars Wrigley Confectionery U.S., LLC, its promotional partners, Merkle, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. ***Winning a prize is contingent upon fulfilling all requirements set forth herein, including having a Venmo account, which requires a smart mobile device.***

**3. Sponsor:** Mars Wrigley Confectionery U.S., LLC, 800 High Street, Hackettstown, New Jersey 07840.  
**Administrator:** Merkle, Inc., 3000 Town Center, Floor 21, Southfield, MI 48075.

**4. Timing:** The Sweepstakes begins on March 9, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on March 16, 2020 at 11:59 p.m. ET (the "Promotion Period"). Twitter servers are the official time-keeping device for the Sweepstakes.

**5. How to Enter:**

**Participation Requirements:** To participate, you will need to have a Twitter account. Creating a Twitter account is free but is subject to its terms: (<http://twitter.com/tos>). ***Message and data rates may apply, if you Tweet with a mobile device.*** You should 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 entry. Your Twitter account settings must be set to "unprotected" and/or "public" in order for your Tweets to be viewable by Sponsor during the Promotion Period and until all winners are confirmed and thereafter may be set to "private."

**Entry Requirements:** During the Promotion Period, take the following actions to receive an entry:

- a. Tweet your bad date story, which may include stories about being ghosted, dog-fished, bread crumbed, or similar.
- b. Include @OrbitGum and the hashtags #KeepItClean and #Sweepstakes in your Tweet; and
- c. Follow the Content Restrictions set forth below in this Rule 5.

Your Tweet including any captions will herein be referred to as your "Submission." Your Submission need not include any reference, positive or negative, to Sponsor's products or services and including such content will not improve your chances of winning. By Tweeting your Submission, you agree that it conforms to Content Restrictions set forth below and where you follow all rules and requirements, you will receive one (1) entry into the Sweepstakes drawing. Sponsor, in its sole discretion may disqualify your Submission if it believes that it fails to conform to these Official Rules.

**Content Restrictions for your Tweet/Submission:**

- Submission must be your original work;
- Submission should not personally identify any individuals;
- Submission should not include references to sex, violence, or other dangerous acts or any retaliation including but not limited to harming or taking any punitive action towards others;
- Submission must not be indecent, obscene, tortious, defamatory, libelous, or disparage Sponsor or any other identifiable person or party;
- Submission must not contain material that violates or infringes another's rights (including logos, trademarks or any other intellectual property); Submission may make reference to Orbit Gum including trademarks or logos associated with Orbit Gum.,
- Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age;
- Submission may not depict unethical, destructive, illegal or harmful (including self-harm) activities or behavior, violence, alcohol, drug, tobacco, firearms/weapons (or the use of any of the foregoing), gambling, or any unsafe, dangerous activities;
- Submission may not contain advertisements, personal or commercial solicitations, highly sensitive religious or political agendas of whatever kind or nature; and
- Submission must not contain material that is unlawful, in violation of, or contrary to the laws or regulations in any state where Submission is created.

The entry may not contain unsubstantiated claims, or that disparages or portrays in a false light Sponsor, or any of the Promotion Entities, or any of their respective products and/or brands, or those of any other person or entity

**Limit:** Each entrant may Tweet one (1) Submission during the Sweepstakes Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Multiple entrants are not permitted to share the same Twitter account. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different Twitter accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. In the event of a dispute as to any registration, the authorized account holder of the Twitter account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses used to create the Twitter account. Each potential winner may be required to show proof of being an authorized account holder. Released Parties (as defined in Section 8, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, unintelligible, garbled, delayed, or misdirected Submissions or failure to receive Submissions due to limitation of third-party social network platforms; all of which will be void.

**6. Prize Drawing & Winner Requirements:** Winners must have or create a Venmo account to receive the prize. Venmo accounts are free, but you may only receive a Venmo payment through the Venmo Mobile

App (using your smart phone or tablet). Venmo accounts are subject to its [User Agreement](#) and [Privacy Policy](#). Administrator utilizes Hyperwallet payment services to deliver payments to you. Such payment services are subject to the [Hyperwallet Terms of Service](#) and the [Hyperwallet Privacy Policy](#).

Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around March 17, 2020. Potential winners will be notified by @OrbitGum as a reply to their Tweet and will be directed to an online registration form where they will be required to provide their name, mailing address date of birth, email address and mobile phone number associated with their Venmo account to confirm eligibility and for prize fulfillment purposes within three days of the date notice or attempted notice is sent into order to claim the prize. If a potential winner of any prize cannot be contacted or fails to complete the online form within the required time period, the potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Receiving a prize is contingent upon compliance with these Official Rules.

**7. Prizes:** FIVE HUNDRED (500) GRAND PRIZES: \$75 fulfilled as a Venmo payment from Administrator (@Merkle) to each winner's Venmo account. Retail Value of each prize: \$75.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person. Prizes will be fulfilled within 2- 4 weeks after the end of the Sweepstakes. Total ARV: \$37,500

**8. Release:** By receipt of any prize, each winner agrees to release and hold harmless the Sponsor, Twitter, Inc., Administrator, and their respective parent companies, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**9. Publicity** Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, including winner's Twitter account profile photo, Submission, and/or prize information in connection with the Sweepstakes for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.

**10. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Limitations of Liability:** Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including,

but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Sweepstakes; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Sweepstakes, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any Sweepstakes-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission. 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 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.

**12. DISPUTES: THIS SWEEPSTAKES 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 SWEEPSTAKES, EACH PARTICIPANT AGREES TO ARBITRATE ANY AND ALL CLAIMS OR CAUSES OF ACTION AGAINST SPONSOR OR ANY OF THE PROGRAM ENTITIES (WHO ARE EXPRESS THIRD-PARTY BENEFICIARIES OF THIS MANDATORY ARBITRATION PROVISION). WITHOUT LIMITING THE FOREGOING, SHOULD A DISPUTE ARISE BETWEEN YOU AND SPONSOR AND/OR ANY PROGRAM ENTITY ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES, YOU AGREE TO SUBMIT THE DISPUTE FOR RESOLUTION BY ARBITRATION BEFORE THE AMERICAN ARBITRATION ASSOCIATION IN NEW YORK OR AT SUCH OTHER LOCATION AS MAY BE MUTUALLY AGREED UPON BY THE PARTIES, IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA"). FURTHER, IN ANY SUCH ARBITRATION, 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 REQUESTS FOR ARBITRATION 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. ANY AWARD RENDERED SHALL BE FINAL AND CONCLUSIVE TO THE PARTIES AND A JUDGMENT THEREON MAY BE ENTERED IN ANY COURT OF COMPETENT JURISDICTION.**

**TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BRING, JOIN OR PARTICIPATE IN ANY CLASS ACTION LAWSUIT AND/OR CLASS ARBITRATION AS TO ANY CLAIM, DISPUTE OR CONTROVERSY THAT YOU MAY HAVE AGAINST SPONSOR AND/OR ANY PROGRAM ENTITY (INCLUDING ITS EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, REPRESENTATIVES AND/OR ASSIGNS). YOU AGREE TO THE ENTRY OF INJUNCTIVE RELIEF TO STOP SUCH A CLASS ACTION AND/OR CLASS ARBITRATION, AS APPLICABLE, OR TO REMOVE YOU AS A PARTICIPANT IN THE SUITE AND/OR CLASS ARBITRATION, AS APPLICABLE. YOU AGREE TO PAY THE ATTORNEYS' FEES AND COURT COSTS THAT SPONSOR AND/OR ANY PROGRAM ENTITY INCURS IN SEEKING SUCH RELIEF. THIS PROVISION PREVENTING YOU FROM BRINGING, JOINING OR PARTICIPATING IN CLASS ACTION LAWSUITS AND/OR CLASS ARBITRATIONS: (I) DOES NOT CONSTITUTE A WAIVER OF ANY OF YOUR RIGHTS OR REMEDIES TO PURSUE A CLAIM INDIVIDUALLY (OTHER THAN AS STATED HEREIN); AND (II) IS AN INDEPENDENT AGREEMENT. YOU MAY OPT OUT OF THESE DISPUTE RESOLUTION PROVISIONS BY PROVIDING WRITTEN NOTICE OF YOUR DECISION WITHIN THIRTY (30) DAYS OF THE DATE THAT YOU FIRST ACCESS THE SITE, POSTAGE PREPAID, TO SPONSOR AT THE ADDRESS LISTED IN THESE TERMS AND CONDITIONS.**

**13. Entrant's Personal Information:** Information collected from entrant is subject to Sponsor's Privacy Policy <http://www.mars.com/global/policies/privacy/pp-english>.

**14. Winner List:** For a winner list, visit <http://bit.ly/3brjS9f>. The winner list will be posted after winner confirmation is complete.

© 2020 Merkle, Inc. All rights reserved.

**This promotion is in no way sponsored, endorsed or administered by, or associated with, Twitter, Inc.**

