

ABBREVIATED DISCLOSURES:

NO PURCHASE NECESSARY. Promotion takes place from 12:00:01 a.m. ET on 6/13/24 and ends at 11:59:59 p.m. ET on 8/25/24. Open only to legal U.S. residents residing in the fifty (50) U.S./D.C., at least 18 & the age of majority. See Official Rules at MarsBrunchWithYourBestie.com for additional eligibility restrictions, prize descriptions/restrictions/ARVs and complete details. Void where prohibited. Sponsored by Mars Petcare US, Inc. 2013 Ovation Parkway, Franklin, TN 37067.

Mars Brunch With Your Bestie Promotion OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

PROMOTION ENTRY PERIOD: The Mars Brunch With Your Bestie Promotion (the “**Promotion**”) begins on June 13, 2024 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on August 25, 2024 at 11:59:59 p.m. ET (the “**Promotion Period**”). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes.

By participating in the Promotion, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Mars Petcare US, Inc. (“**Sponsor**”) and Cataboom (“**Administrator**”), which shall be final and binding in all respects. All applicable federal, state, and local laws and regulations apply.

ELIGIBILITY: The Promotion is open to legal residents of the fifty (50) United States, including the District of Columbia, who are at least eighteen (18) years of age and the age of majority in their state of residence (19+ in Alabama and Nebraska; 21+ in Mississippi) at the time of entry. Void in Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of the Sponsor or Administrator and either of their respective subsidiaries, affiliates, advertising and promotion agencies (collectively, the “**Promotion Entities**”), and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Promotion is subject to all applicable federal, state and local laws and regulations.

HOW IT WORKS: During the Promotion Period, go to MarsBrunchWithYourBestie.com (the “**Website**”). At the Website, follow the on-screen instructions to complete the registration form in its entirety and play the game. Once you have completed the game, you will be informed immediately if you have won a Prize (defined below), subject to verification of eligibility.

Limit one (1) game play per person 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 twenty-four (24) hours later at 11:59:59 p.m. ET.

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>. Participants are subject to all notices posted online including but not limited to Sponsor's Privacy Policy. To find out how Sponsor and its [affiliates](#) collect and process your data, including how to opt-out of some forms of sharing, please see the Mars Privacy Statement at <https://www.mars.com/privacy>. No purchase or payment of any kind is necessary.

Prize Winner Determination: One (1) computer generated winning time will be randomly generated for each Prize available in this Promotion. If you are the first participant to play the game at or after one of the randomly generated times, you will be a potential winner of the Prize indicated, subject to verification of eligibility.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY TO USE OF MOBILE PHONE/DEVICE TO PARTICIPATE IN PROMOTION.

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 which 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 a potential winner, entry will be deemed completed by the authorized account holder of the email address associated with the winning 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 AND/OR ADMINISTRATOR, 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.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Prizes: There are three thousand (3,000) prizes available for distribution to winners of the game as described above. Each prize consists of:

- One (1) \$25 gift card from the winner's choice of one of the following:
 - Starbucks;
 - Dunkin';
 - DoorDash; or
 - Panera Bread;
- and
- One (1) \$5 coupon valid ON ANY ONE (1) CESAR® Mini-Pouch, NUTRO ULTRA® tray, Pedigree Pouch Wet Dog Food, TEMPTATIONS™ Lickable Spoons, or SHEBA™ PERFECT PORTIONS™ Wet Cat Food (single or multipack)

(Each of the \$25 gift card and the \$5 coupon is together a "Prize").

All gift cards are subject to separate terms and conditions imposed by their respective issuer. Neither Starbucks, Dunkin', DoorDash or Panera Bread nor any of their respective affiliated entities or parent companies are sponsors of, endorsers of, or in any way otherwise affiliated with this Promotion.

The ARV of each Prize is USD \$30.00.

The total ARV of all Prizes available to be won is USD \$90,000.00.

Limit of one (1) Prize per person, per household during the Promotion Period.

Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered. Approximately ten (10) prizes will be available during "brunch times" (approximately 10:00 a.m. ET – 2:00 p.m. ET) each day and 1-2 prizes will be available each of the other hours of the day.

Upon winner notification, potential winners will see a prize claim form which they must complete with their full mailing address for prize fulfillment. The prize claim form must be completed in its entirety in order to claim the prize. If the prize claim form is not completed in its entirety, such potential winner will forfeit their prize and the prize in question will be seeded back into the Promotion. Upon successful completion of the prize claim form, the winner will receive confirmation of receipt via email.

Prizes will be awarded within three to five (3-5) business days of winner confirmation. Sponsor reserves the right to revoke Prize from any Prize winner who it deems, in its sole discretion, may be a safety risk, have violated any policy or law, and/or may bring the Sponsor into disrepute. Furthermore, in the event a Prize winner engages in behavior that, as determined by the Sponsor in its sole discretion, is inappropriate, obnoxious, threatening, illegal or that is intended to annoy, abuse, threaten or harass, victimize, degrade, or intimidate any other individual or group of individuals, including, but not limited to, on the basis of religion, race, ethnicity, sexual orientation, gender, age or disability, or that in any way disparages or adversely affects the reputation, image, and/or goodwill of Sponsor or any of their services, products, trademarks,

service marks, or logos, Sponsor reserves the right to terminate the Prize, in whole or in part, with no further obligation or compensation whatsoever to such Prize winner. Notwithstanding anything to the contrary in these Official Rules or otherwise, Sponsor will not offer cash substitution or refunds or be liable in any way for any expenses that Prize winner incurs, except in its sole and absolute discretion.

If a prize notification is returned as undeliverable, or if a potential Prize winner fails to claim the Prize as directed or if a potential winner cannot accept or receive the Prize for any reason, or he/she/they are not in compliance with these Official Rules, such Prize will be forfeited and the Prize will be re-seeded back into the Prize pool. If Sponsor is unable to determine and verify a potential winner or if Sponsor fails to receive a sufficient number of game plays to correspond to the number of Prizes available to be awarded, Sponsor reserves the right to not award such Prize(s).

PRIZE CONDITIONS: Prizes are not redeemable for cash, assignable, transferable and may not be substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value at its discretion. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. 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.

Winners shall be solely responsible for all federal, state, and/or local taxes (if any), and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize.

GENERAL: Participants expressly agree to these Official Rules and the decisions of the Sponsor and Administrator, and on behalf of him/her/themselves, hereby release Sponsor, Administrator and their affiliated companies, and all other businesses involved in this Promotion, as well as the employees, officers, directors and agents of each (the "**Released Parties**"), from all claims and liability relating to participation in the Promotion, and the acceptance of and use/misuse of the prizes offered. Participants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Promotion, acceptance, possession, or use/misuse of any prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the Prize. 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, unless prohibited by law. Participants agree that the Released Parties (A) shall not be responsible or liable for, and are hereby fully and irrevocably 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 participants' 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, its value, the ability to re-sell such Prize, or that the Prize will continue to function or be displayed as intended. Sponsor assumes no responsibility for any damage to a participant'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 any remaining winner(s) in a random drawing from all eligible, non-suspect registered participants as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each participant's sole and exclusive remedy under such circumstances. 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.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS PROMOTION CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER

SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS PROMOTION, PARTICIPANT AND COMPANY AGREE THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS PROMOTION OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

GOVERNING LAW AND LIMITATION OF LIABILITY: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF PARTICIPANTS, SPONSOR, ADMINISTRATOR OR THE OTHER RELEASED PARTIES IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TENNESSEE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

BY ENTERING THE PROMOTION, PARTICIPANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) PARTICIPANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

OFFICIAL RULES REQUEST: To receive a copy of the Official Rules, visit MarsBrunchWithYourBestie.com.

WINNER'S LIST: For a list of winners, interested individuals should send an email to rewards@cataboom.com with the subject line, "Winners List -- Mars Brunch With Your Bestie

Promotion” after August 25, 2024. Winners list requests must be received no later than December 31, 2024.

SPONSOR: Mars Petcare US, Inc. 2013 Ovation Parkway, Franklin, TN 37067.

ADMINISTRATOR: Cataboom, 2100 N Greenville Ave., #400 Richardson, TX 75082.

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