

M&M's® Brand Store Terms and Conditions

1. INTRODUCTION

These terms and conditions (these "Terms") govern the order and purchase by you of any M&M'S Brand Merchandise or M&M'S® Chocolate Candies, including 21 Colors of M&M'S® Chocolate Candies, party favors with customized M&M'S® Chocolate Candies and pre-printed or custom printed M&M'S® Milk Chocolate Candies ("Product") from shop.mms.com, an online customized candy ordering service, called My M&M'S® (the "Site"), operated by Effem Direct Incorporated, a subsidiary of Mars, Incorporated ("Effem").

By using this Site and/or placing an order for Product, you accept and agree to be bound by these Terms, as well as to the (i) General Terms & Conditions for Web Sites Operated by the Mars, Incorporated Family of Companies and the (ii) Masterfoods USA Online Privacy Policy, which are hereby incorporated by reference.

2. PRODUCT ORDERS

a Pricing. Pricing, payment and other terms applicable to Product purchases are set forth on the Site and incorporated into these Terms by reference. Effem may, in its sole discretion, change any such prices or other terms at any time without notice.

b General Requirements. By placing a Product order, you represent and warrant to Effem that:

- You are at least eighteen years of age (nineteen in Alabama and Nebraska; twenty-one in Mississippi);
- The Product is being ordered solely for your personal use, and you will not market, resell or otherwise distribute the Product to any third party for commercial purposes.
- You will not submit any "objectionable" material for inclusion on the custom printed Product (for examples of what might be objectionable, [click here](#));
- The material you submit for inclusion on the custom printed Product will not infringe any copyright, trademark, patent, literary, privacy, publicity or other property right of any third party (for examples of what might constitute infringement, [click here](#));
- You are solely responsible for and assume all liability arising from material that you request be included on the custom printed Product. The fact that we produce the custom printed Product does not mean that (1) we approve or endorse such material or (2) such material complies with applicable law or (3) you will not incur any liability arising from use of such material.

c Business Orders. Orders for custom printed Product placed by or on behalf of businesses require a separate signed agreement with Effem. That agreement will be sent to you by email upon receipt and approval of your order.

d Order Acceptance. Effem must and does reserve the absolute right to reject orders for the custom printed Product that in its sole judgement, do not meet the requirements of these Terms or otherwise contain subject matter that Effem, in its sole discretion, deems offensive, inappropriate or objectionable.

3. CUSTOMER SERVICE: CHANGING & CANCELING ORDERS

Adding Items to Existing Orders

For M&M'S® Brand Merchandise, 21 colors of M&M'S® Chocolate Candies and pre-printed M&M'S® Milk Chocolate Candies:

Please check the status of your order online. If the status of your order appears as 'shipped', we are unable to add to or change your order. If your order has not yet been shipped, you may call Customer Service at **1.888.696.6788**, and a representative will gladly assist you with your changes.

For custom printed M&M'S® Milk Chocolate Candies and party favors with customized M&M'S® Milk Chocolate Candies:

You may add to or change your order **ONLY** within 72 hours after our receipt of your order. Receipt by us of your order is at; the time of placement, if you ordered by phone or online; the time the fax was sent, if you ordered by fax; or three (3) business days after depositing your order in the mail, if you mailed in your order. Prior to 72 hours, you may call Customer Service at **1.888.696.6788**, and a representative will gladly assist you with your changes.

Canceling Your Order

For M&M'S® Brand Merchandise, 21 colors of M&M'S® Chocolate Candies and pre-printed M&M'S® Milk Chocolate Candies:

Please check the status of your order online. If the status of your order appears as 'shipped', we are unable to cancel your order. If your order has not yet been shipped, you may call Customer Service at **1.888.696.6788**, and a representative will gladly assist you with your cancellation.

For custom printed M&M'S® Milk Chocolate Candies and party favors with customized M&M'S Milk Chocolate Candies:

You may cancel your order **ONLY** within 72 hours after our receipt of your order. Receipt by us of your order is at; the time of placement, if you ordered by phone or online; the time the fax was sent, if you ordered by fax; or three (3) business days after depositing your order in the mail, if you mailed in your order. Prior to 72 hours, you may call Customer Service at **1.888.696.6788**, and a representative will gladly assist you with your cancellation. After 72 hours, your credit card will be charged, or your check or money order will be cashed and not returnable.

4. CUSTOMER SERVICE: SHIPPING & RETURNS

Custom printed Product may not be returned for credit. If your custom printed Product order arrives damaged or incomplete and you notify us of the problem within 10 business days after your receipt of your order, we'll promptly replace the defective Product or provide the missing Product.

If the total purchase price of your custom printed Product order is over \$10,000, contact Customer Service to schedule delivery.

For other information concerning shipping and returns, please refer to our [Customer Service page](#).

5. FORCE MAJEURE.

Notwithstanding any other provision of these Terms, if Effem is 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, Effem will not be liable for damages resulting from such delay or prevention. Effem will promptly notify you of the occurrence of any such event and will use reasonable efforts to minimize the resulting delay or prevention.

6. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Effem, its 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 with (i) your Product orders, (ii) Product orders made by any third party using your account or password, and/or (iii) breach of any provision of these Terms by you or any third party using your account or password.

7. MODIFICATIONS

Effem 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 the availability of any information, without prior notice or liability. Effem 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.

8. WARRANTY DISCLAIMER

EFFEM PROVIDES THE PRODUCT AS IS AND WITH ALL FAULTS; AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EFFEM AND ITS AFFILIATES HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) 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.

9. LIMITATION OF LIABILITY

In no event will Effem 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 and/or Product, even if Effem has been advised of the possibility of such damages.

10. MISCELLANEOUS

Our 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 superceded by an enforceable, valid provision most closely matching the intent of the original provision and the remainder of these Terms will continue in effect.