

Honey Nut Cheerios Donation & Sweepstakes Program

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A SWEEPSTAKES PRIZE. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING A SWEEPSTAKES PRIZE.

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

THIS SWEEPSTAKES MAY BE CANCELED BY SPONSOR AT ANY TIME IF THE PANDEMIC (E.G., CORONAVIRUS/COVID-19) CONTINUES THROUGH THE PROMOTION PERIOD.

Overview: Honey Nut Cheerios Donation & Sweepstakes Program (the "Promotion") consists of a charitable donation program ("Donation Program") and a sweepstakes ("Sweepstakes"). Sponsor will draw and award 5 prizes as outlined in Section 6 below.

1. Eligibility: The Promotion is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States or the District of Columbia and who are at least eighteen (18) years old at the date and time of entry/participation. Employees, officers and directors of General Mills Sales, Inc. ("Sponsor"), Merkle Inc. ("Administrator"), and each of their respective parent and affiliated companies, advertising and promotion agencies and distributors and other prize suppliers (collectively, "Promotion Entities"), as well as the immediate family members (i.e., spouse, parents, siblings, children and grandchildren) and/or those living in the same household of each such employee, officer or director (whether legally related or not) are not eligible to enter or win in the Sweepstakes. The Promotion is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these "Official Rules" and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a Sweepstakes prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: General Mills Sales, Inc., Number One General Mills Boulevard, Minneapolis, MN 55426. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. **Charitable Organization:** Feeding America, 35 East Wacker Drive, Suite 2000 Chicago, IL 60601 ("Charitable Organization").

3. Timing: The Promotion begins on August 10, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on October 31, 2020 at 11:59 p.m. ET (the "Promotion Period"). The Donation Program will end on October 31, 2020 at 11:59 p.m. ET or when the maximum donation amount of \$150,000 has been met, whichever comes first. Administrator's computer is the official time-keeping device for the Promotion.

4. How to Enter the Sweepstakes: During the Promotion Period, visit www.CheeriosFeedLocalFamilies.com ("Website"). Then, follow the links and instructions to complete and submit the registration form in its entirety, including providing your valid email address. There are two (2) ways to continue your participation:

- a. Scan the Feeding America Logo Printed on the Outside of Specially-Marked Honey Nut Cheerios Packages with a Mobile or Tablet Device (No Purchase of Product/Package Necessary to Scan – Just Visit a Participating Retailer and Find the Packaging): Visit a Participating Store, during the Promotion Period, and locate the Feeding America logo printed on a specially-marked box of Honey Nut Cheerios (each a "Qualifying Honey Nut Cheerios Product" with a "Logo"). Then, tap/click on the "Scan Now" button on the Website and follow the links and instructions to initiate the camera on your mobile or tablet device and take a picture of the Logo. Once the image is validated, you will be prompted to enter your zip code.

- b. Click on www.CheeriosFeedLocalFamilies.com from a Desktop Computer or Mobile/Tablet Device (Free Method of Entry): To enter without the use of a mobile/tablet device or the purchase of a Qualifying Honey Nut Cheerios Product, follow the instructions on the Website and click on the "Next" Button. Next, click on the link labeled "If you don't have a camera on your device, click here to get a chance to win." On the next page, click the "Scan Now" button within that dialogue box to participate in the Promotion (the free "Logo"). Once the image is validated, you will earn a sweepstakes entry.

Regardless of method (a or b), by scanning a valid Logo, you automatically will receive one (1) Sweepstakes entry.

Limit: You may enter up to ten (10) times during the Promotion Period, regardless of method or combination of methods of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant provided that person meets the eligibility requirements to participate in the Promotion. 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 for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder. If a dispute cannot be resolved to the Administrator's satisfaction, the entry will be deemed ineligible. The submission of an entry is solely the responsibility of the entrant. Proof of sending (such as an automated computer receipt confirming delivery of email or "thanks for entering" message) does not constitute proof of actual receipt by Administrator of an entry for purposes of this Promotion. Only eligible entries actually received by Administrator's server before the end of the Promotion Period will be included in the Promotion. Illegible, unintelligible, incomplete, garbled, lost, late, misdirected, forged, altered, or mutilated entries will be disqualified.

5. Charitable Donation Program: By participating in Entry Method 4(a) above, the Sponsor will also make a donation of \$.50 based on your zip code, on your behalf to your local participating food bank. If your local food bank is not participating, your donation will be made on behalf of food banks on a national level. Maximum total donation from General Mills to all participating food banks in conjunction with this Program is up to \$150,000. Limit of ten (10) redemptions per person. No portion of the purchase is tax deductible.

6. Sweepstakes Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of the potential winners are final and binding in all matters related to the Promotion. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around November 2, 2020. The potential winners will be notified by email, mail or phone. If a potential winner of any prize cannot be contacted, fails to provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. 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, time permitting, after which the applicable prize will remain un-awarded. Prizes will be fulfilled 8-10 weeks after the conclusion of the Sweepstakes.

7. Sweepstakes Prizes: FIVE (5) GRAND PRIZES: Each winner will receive a year's worth of cereal. Prizes will be awarded, in the form of a \$365.00 gift card to a grocery store. Approximate Retail Value ("ARV") of each prize: \$365.00.

For all Prizes: 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. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes awarded in this Sweepstakes: \$1,825.00.

8. Release: By participating in the Promotion, entrants agree to release, indemnify, defend and hold harmless the Promotion Entities, and their respective 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, in whole or in part, directly or indirectly, from participation in or attempting to participate in the Promotion or receipt or use or misuse of any prize, in, traveling to, and/or preparing for any Promotion- or Prize-related activity.

9. Publicity: Except where prohibited by law, participation in the Promotion constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, statements, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment, notice or consideration.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, pandemic, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. In such event, Sponsor, in its sole discretion, may elect, if feasible, 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 Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be: (a) violating the Official Rules; or (b) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor or Administrator property or service. Any person who supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion 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: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, including errors or typos in these Official Rules or any Promotion-related communication or materials, whether caused by a Released Party or entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software, failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information, any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (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 Promotion or receipt or use or misuse of any prize; or (7) late, lost, misdirected,

illegible, incomplete or mutilated entries or for theft, destruction or unauthorized access to, or alteration of entries. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Dispute Resolution: You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion or the Official Rules, will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion or the Official Rules, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until ten (10) business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within ten (10) business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Promotion, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

13. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>).

14. Winner's List: For a winner's list, visit <https://bit.ly/3cMYHOV>. The winner list will be posted after winner confirmation is complete.

15. Miscellaneous: The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. For entrants, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the website, these Official Rules control.

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