

Box Tops for Education Back to School Program Sweepstakes

Official Rules

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

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

1. Eligibility: Box Tops for Education Back to School Program Sweepstakes (the "Sweepstakes") 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 time of entry. In order to enter, you must be a member of BoxTops4Education.com and have designated a school to support (your "BTFE-Eligible Supported School") at time of entry. If you are not a member of BoxTops4Education.com, visit www.BoxTops4Education.com, complete the registration page and select a school to support. Registration is free. If your school is not enrolled in the BTFE Program, have your school's principal or an administrator call 1-888-799-2444 to enroll. Employees, officers, directors and representatives of General Mills Inc., HelloWorld, Inc., each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, distributors and prize/Offer suppliers (collectively, "Sweepstakes Entities"), as well as the immediate family (i.e., spouse, parents, siblings, children and grandchildren) and household members of each such employee are not eligible to enter or win this Sweepstakes. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Participation in the Sweepstakes constitutes your 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 Sweepstakes. Winning a prize/receiving an Offer for your BTFE-Eligible Supported Schools must also fulfill all requirements set forth herein in these Official Rules as well as comply with the requirements set forth in the the General Mills Box Tops for Education® Program (the "BTFE Program"). Your chosen school must be enrolled in the BTFE Program for the 2018-2019 academic school year as applicable prior to your entry. See www.boxtops4education.com for more details about the BTFE Program.

2. Sponsor: General Mills Sales Inc., One General Mills Blvd, Minneapolis, MN 55426. **Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Timing: The Sweepstakes begins on July 15, 2018 at 12:00 a.m. Eastern Time ("ET"), ends on September 30, 2018 at 11:59 p.m. ET (the "Promotion Period"), consists of seventy-eight (78) daily entry periods (each a "Daily Entry Period"), and a promotion entry period that coincides with the Promotion Period (the "Promotion Entry Period"). Each Daily Entry Period begins at 12:00 a.m. ET and ends on the same calendar day at 11:59 p.m. ET. Administrator's computer is the official timekeeping device for this Sweepstakes.

4. How to Enter: There are three (3) ways to enter the Promotion Entry Period drawings:

- A. **Make a Qualifying Purchase and Upload Image of Receipt:** During the Promotion Period, visit a retail location and, in a single transaction, purchase five (5) participating Box Tops for Education products (a "Qualifying Purchase"). **Be sure to keep your receipt.** Visit the following URL for the complete list of Qualifying Purchases: <https://www.boxtops4education.com/earn/participating-products>. Take a photo of your *entire* receipt. Each receipt image must be clear and legible, include the purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent on the receipt. Then, visit boxtops.win and follow the links and instructions to complete the registration form and upload the image of your receipt showing your Qualifying Purchase. You will receive one (1) Sweepstakes entry into the Promotion Entry Period drawing.
- B. **Make a Qualifying Purchase and Enter Amazon Code:** During the Promotion Period, visit Amazon.com and, in a single transaction, purchase five (5) participating Box Tops for Education

products (also a “Qualifying Purchase”). You will receive an order confirmation email that will include a unique code. Then, visit amazon.boxtops.win and follow the links and instructions to complete the registration form and enter your unique code. You will receive one (1) Sweepstakes entry into the Promotion Entry Period drawing.

- C. **Mail-In Alternate Method of Entry:** To enter without making a purchase, hand print your full name, home address, day and evening phone numbers (if different), email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to “Box Tops for Education Back to School Program Sweepstakes,” c/o HelloWorld, Inc., P.O. Box 5021, Department 836635, Kalamazoo, MI 49003-5021. Limit: One (1) entry per envelope. You will receive one (1) Sweepstakes entry into the Promotion Entry Period drawing. All mail-in requests must be handwritten and must be postmarked by October 1, 2018 and received by October 8, 2018. All requests become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will be discarded.

There is a limit of twenty (20) entries per person through any combination of methods of entry, during the Promotion Period, with a maximum of up to ten (10) entries for entry method 4 A and up to ten (10) entries for entry method 4 B.

Special Amazon Offer: If entry occurs via Method 4 (B), 20 Bonus Box Tops will automatically be awarded to your chosen BTFE-Eligible Supported School (“Offer”). Approximate Retail Value (“ARV”): \$2.00. Limit: up to ten (10) Offers per Box Tops for Education™ member for BTFE eligible schools.

One (1) Bonus Box Top is worth one (1) Box Top, or \$.10 to a BTFE-Eligible School. Bonus Box Tops will be credited to the designated BTFE-Eligible School's account after confirmation of winning status subject to these Official Rules and the BTFE Program guidelines available at <https://www.boxtops4education.com>. No Bonus Box Tops prize will be awarded to any individual winner. BTFE-Eligible Schools are responsible for all taxes and fees associated with prize receipt and/or use, if applicable.

5. How and When to Enter: There are four (4) ways to enter the Daily Entry Period drawings. See each method of entry description to learn how many times you may enter per the Phases outlined below:

Phases

Phase	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)
1	July 15, 2018	August 5, 2018
2	August 6, 2018	August 12, 2018
3	August 13, 2018	September 2, 2018
4	September 3, 2018	September 30, 2018

- A. **Twitter Share:** Tweet the pre-populated message on Twitter. For each tweet, you will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. Non-winning Daily entries will carry over into subsequent Daily Entry Period drawings. Limit: three (3) times during the Promotion Period.
- B. **Recipe Video:** Follow the links and instructions to view an available recipe video. By doing so, you will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. Non-winning Daily entries will carry over into subsequent Daily Entry Period drawings. Limit: one (1) time *per Phase* during the Promotion Period.
- C. **Box Top Video:** Follow the links and instructions to view an available video. By doing so, you will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. Non-winning Daily entries will carry over into subsequent Daily Entry Period drawings. Limit: three

(3) times *per Phase* during the Promotion Period.

- D. Tips: Follow the links and instructions to view an available tip. By doing so, you will receive one (1) Sweepstakes entry into the applicable Daily Entry Period drawing. Non-winning Daily entries will carry over into subsequent Daily Entry Period drawings. Limit: one (1) time *per Phase* during the Promotion Period.

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. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or entry, 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 Sweepstakes. The "authorized account holder" of an email address, 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. Potential winners 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 Sweepstakes. Only eligible entries actually received by Administrator's server before the end of Phase (as applicable) during the Promotion Period will be included in the Sweepstakes.

6. Winner Determination and Verification: Receiving a prize is contingent upon compliance with these Official Rules. Administrator will randomly select the potential Daily Entry Period winners from all eligible entries received during the applicable Daily Entry Period on or around the next business day and will notify the potential Daily Entry Period winners within three (3) weeks following the applicable Daily Entry Period drawing. Administrator will randomly select and notify the potential Grand, First, and Second Prize winners from all eligible entries received during the Promotion Period, on or around October 11, 2018. If a prize is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize (valued over \$25) to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain un-awarded. Prizes will be fulfilled no later than 2-3 months after the conclusion of Promotion Period.

7. Prizes:

ONE (1) GRAND PRIZE (awarded during the Promotion Entry Period): 1,000,000 Bonus Box Tops to be awarded to winner's BTFE-Eligible Supported School. ARV: \$100,000.

TWO (2) FIRST PRIZES (awarded during the Promotion Entry Period): 100,000 Bonus Box Tops to be awarded to winner's BTFE-Eligible Supported School. ARV: \$10,000.

TWO (2) SECOND PRIZES (awarded during the Promotion Entry Period): 50,000 Bonus Box Tops to be awarded to winner's BTFE-Eligible Supported School. ARV: \$5,000.

Total ARV of All Promotion Entry Period Prizes: \$130,000.

DAILY ENTRY PERIOD PRIZES (one (1) awarded per Daily Entry Period): See Appendix A for the Daily Entry Period prize details.

Total ARV of All Daily Entry Period Prizes: \$11,275.

One (1) Bonus Box Top is worth one (1) Box Top, or \$.10 to a BTFE-Eligible School. Bonus Box Tops will be credited to the designated BTFE-Eligible School's account after confirmation of winning status subject to these Official Rules and the BTFE Program guidelines available at <https://www.boxtops4education.com>. No Bonus Box Tops prize will be awarded to any individual winner. BTFE-Eligible Schools are responsible for all taxes and fees associated with prize receipt and/or use, if applicable.

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 Daily Entry Period or a Grand/First/Second Prize for a designated BTFE-Eligible School depend on the number of eligible entries received during the applicable Entry Period. If applicable, winners may be issued an IRS Form 1099 which documents the value of the prize won for tax purposes. Limit: One (1) Grand/First/Second prize and one (1) Daily Entry Period prize per Box Tops for Education™ member for BTFE eligible schools. Total ARV of all prizes: \$141,275.

8. Release: By entering the Sweepstakes, each participant agrees to release, indemnify, defend and hold harmless the Sweepstakes Entities, and each of their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies and each of their respective parent companies, subsidiaries, affiliates 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 or attempting to participate in the Sweepstakes or from acceptance, possession, receipt or use or misuse of any prize, or while participating in, traveling to, and/or preparing for any Sweepstakes- or Prize-related activity.

9. Publicity: Except where prohibited by law, participation in the Sweepstakes 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 advertising and 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 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. 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 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: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, including errors or typos in these Official Rules or any Sweepstakes-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 Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in cellular networks, 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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) technical or human error which may occur in the awarding of Sweepstakes prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; (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; 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 Sweepstakes, 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, unawarded, 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 Sweepstakes 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 Sweepstakes 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, HelloWorld, 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 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes.

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

14. Winner List: For a winner list, visit <http://bit.ly/2JsiqVT>. 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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