## **GENERAL MILLS HOME APPETIT OFFER**

Terms and Conditions

OFFER OPEN TO ALL LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES/DC WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.

## **VOID WHERE PROHIBITED BY LAW.**

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

## INTERNET ACCESS IS REQUIRED TO REDEEM OFFER AND RECEIVE OFFER ITEM.

The General Mills Home Appetit Offer ("Offer") is sponsored by General Mills Marketing, Inc. ("Sponsor"), 1 General Mills Blvd., Minneapolis, MN 55426, and is administered by Arrowhead Promotion & Fulfillment Co. Inc. ("Administrator"), 1105 SE 8<sup>th</sup> Street, Grand Rapids, MN 55744.

- 1. OFFER PERIOD: The Offer period begins on September 1, 2023 and ends on October 31, 2023. The Offer Period includes a purchase period ("Purchase Period") that begins on September 1, 2023 and ends on October 31, 2023 and a receipt submission period ("Submission Period") that begins on September 1, 2023 and ends on November 30, 2023 The Administrator's computer is the official clock for the Offer.
- 2. ELIGIBILITY: The Offer is open only to individuals who are legal U.S. residents of the fifty (50) United States/D.C. and who are at least eighteen (18) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Employees, directors, officers, and agents of Sponsor, Administrator, VMLYR, and each of their respective parent companies, divisions, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer (collectively, "Offer Entities"), as well as the members of each of their immediate families (i.e., spouse, parent, grandparent, sibling, child, grandchild and their respective spouses and the "steps" of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons residing in the same household as such individuals (whether related or not) are not eligible to participate. Void where prohibited by law. Participation in the Offer constitutes participant's full and unconditional agreement to these "Terms and Conditions" and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Offer.
- 3. HOW TO PARTICIPATE IN THE OFFER: During the Purchase Period, a participant can purchase five (5) participating General Mills items in a single transaction from a participating retailer and receive a \$10 reward or purchase ten (10) participating General Mills items in a single transaction from a participating retailer and receive a \$25 reward. General Mills products must be purchased in the same transaction from a participating store listed below. Click here for a list of participating items in this offer. Purchase may be made in-store or online but must be on a single receipt. Purchases must be made during the Purchase Period to be eligible.

Offer Valid Only at these Participating Retailers: ShopRite, Target, GoPuff, Kroger, Ralphs, Dillons, Smith's, King Soopers, Fry's, QFC, City Market, Owen's, Jay C, Pay Less, Baker's, Gerbes, Harris Teeter, Pick 'n Save, Metro Market, Mariano's, Fred Meyer, Dillons

Marketplace, Fry's Marketplace, King Soopers Marketplace, Kroger Marketplace, Smith's Marketplace, Food 4 Less, Foods Co, Food Lion, Hannaford, The Giant Company (GIANT) & (MARTIN'S), Giant Food (Giant), Stop & Shop, Albertsons, Safeway, Vons, Jewel-Osco, Shaw's, Acme, Tom Thumb, Randalls, United Supermarkets, Pavilions, Star Market, Haggen, Carrs, Kings Food Markets, and Balducci's Food Lovers Market.

Donation Offer By General Mills For Purchases Made at Stop & Shop, The Giant Company (GIANT) & (MARTIN'S), Giant Food (Giant): For each Qualifying Purchase receipt redeemed in this Offer from a Stop&Shop, GIANT, MARTIN's, or Giant store (showing the purchase of at least 5 or 10 participating General Mills products in a single transaction) submitted and verified, Sponsor will also donate \$10.00 (if 5 products were purchased) or \$25.00 (if 10 products were purchased), respectively, to Feeding America (up to a maximum of \$25,000), which helps Feeding America secure meals on behalf of their affiliated local food banks. Sponsor will also make a flat donation of \$50,000 to Feeding America, regardless of the number of qualifying purchase receipts submitted, and up to \$25,000 based on the number of qualifying purchase receipts submitted, for a total maximum donation of up to \$75,000 as a result of this Offer. The donation offer is limited to receipts redeemed from the following ADUSA retailers: Stop & Shop, The Giant Company (GIANT) & (MARTIN'S), Giant Food (Giant).

Participants are not making any donations in the Offer and will not receive a receipt nor will they be eligible to claim any charitable deductions on their tax returns as a result of this Offer. The Sponsor and Administrator are not tax professionals and do not provide tax advice. For more information, or to contribute to Feeding America visit <a href="www.feedingamerica.org">www.feedingamerica.org</a>.

**Products not included in Offer:** Old El Paso Seasoning Packets, Larabar single serve bars, Yoplait Single Serve Cups, Annie's Macaroni & Cheese Single Serve Cups, and Annie's Macaroni & Cheese 5-6oz boxes.

During the Submission Period, using an SMS-enabled mobile device, a participant can send a text message to the short code "73876" ("Short Code") stating the keyword ("Keyword") HOMEAPPETIT. Once the text message is received, the participant will be sent a reply text message providing the participant with the URL www.homeappetitreward.com for submission. Participant will be required to fill out first and last name, email address, name of retailer where product was purchased, purchase date and upload a photo of their receipt with qualifying items circled. Participant will then submit and confirm their information. Receipts must be submitted by 11:59:59 PM ET on 11/30/23 to be valid. The Qualifying Purchase receipt image must include the retailer name, date of purchase, and show at least 5 participating products in one purchase. A participant may upload multiple photos if the receipt is too long to be captured in one (1) image. A Qualifying Purchase receipt may only be used once to receive an Offer Item. A Qualifying Purchase receipt may not be used by more than one (1) participant. If the same receipt is submitted more than one (1) time, the receipt is not valid after the first redemption. Limit: A participant may submit one (1) Qualifying Purchase receipt per household during the Offer Period. Receipt must be readable. Mechanical reproductions, altered receipts, or unreadable receipts, as determined in Sponsor or Administrator's sole discretion, will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted. NOTE: Proof of text message submission does not constitute proof of delivery or receipt of the text message.

IMPORTANT: Message and data rates may apply for each text message sent or received. Not all mobile telephone providers carry the service necessary to participate in this

Offer. Participants should consult their wireless provider's pricing plans. By texting the Keyword to the Short Code, you provide to the Sponsor and Administrator your express written consent for you to receive text messages using automated technology in response to your entry related to the Offer. Consent to receive text messages is not required or a condition of any purchase. A participant may, at any time, choose to stop participating in this Offer by sending an opt-out text message stating "STOPHOMEAPPETIT" to the Short Code. If a participant sends an opt-out text message, he/she will be sent a reply text message, which will confirm that he/she has been unsubscribed and will receive no further text messages. For help text "HELPHOMEAPPETIT" to the Short Code. Each text message must be manually key-stroked/entered by the participant. BY TEXTING HOMEAPPETIT TO 73876 YOU CONSENT TO RECEIVE UP TO TWO (2) TEXT MSGS (FOR THIS OFFER ONLY) VIA AUTO PHONE DIALING SYSTEM TO NUMBER YOU PROVIDED TO SPONSOR.

It is strongly recommended that participant maintain possession of the original receipt or a photocopy of the receipt. The participant should not give a receipt to any store employee. Upon approval participants will not be allowed to change their mailing address or e-mail address after submitting an Offer claim. Offer Entities are not responsible for any undelivered e-mails or text messages, including, without limitation, e-mails or text messages that are not received because of a participant's privacy or spam filter settings which may divert any Offer e-mails or text messages to a spam or junk folder.

Upon verification of Qualifying Purchase and a participant's eligibility after submission of an Offer claim, an eligible participant will be sent a \$10 or \$25 reward. Reward provided via PayPal, Venmo or Digital Visa Gift Card. There is a limit of one (1) Offer Item per household during the Offer Period. Reward will be sent to the participant provided upon registration within 4-6 weeks after verification. No substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of an Offer Item or Force Majeure event (as defined in Section 4 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility.

**IMPORTANT:** If entering via a mobile device, **message and data rates apply**. Not all mobile telephone providers carry the service necessary to participate in this Offer. Participants should consult their wireless provider's pricing plans.

4. LIMITATION OF LIABILITY: By participating in this Offer, participants agree that the Offer Entities, and each of its respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, undeliverable unique code, Offer Item or Offer related notification; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information, or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the

Offer; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Terms and Conditions.

By participating in the Offer, each participant agrees: (i) to be bound by these Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Offer; and (iv) to forever and irrevocably agree to indemnify, release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and the participant's requests, participation or inability to participate in the Offer or using the Offer Item; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, receipt, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of any Offer Item (or any component thereof); (d) any change in the Offer Item (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Offer Item (or any element thereof); or (h) the negligence or willful misconduct by a participant.

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each, a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

5. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT

PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN NEW YORK, NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. PARTICIPANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY PARTICIPANT AND/OR OFFER ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE OFFER PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

- **6. PRIVACY POLICY:** Information collected in connection with the Offer will be subject to Sponsor's Privacy Policy, which is available at <a href="https://www.generalmills.com/en/Company/privacy-policies/privacy-policy-adult-US-core-063020">https://www.generalmills.com/en/Company/privacy-policies/privacy-policy-adult-US-core-063020</a>.
- 7. **GENERAL:** This Offer is subject to all federal, state and local laws and regulations. Receiving an Offer Item is contingent upon fulfilling all requirements set forth herein. Offer valid for individual consumers only; requests from groups, clubs or organizations and fraudulent requests will not be honored. Offer Items have no cash value. Any attempted form of participation in this Offer other than as described herein is void and will result in disqualification. Sponsor reserves the right to disqualify any individual found, in its sole and absolute opinion, to be tampering with the operation of the Offer, to be acting in violation of these Terms and Conditions or to be acting with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Offer will void any attempted participation effected by such methods and the disgualification of the individual utilizing the same. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Offer Entities are not responsible for any lost, late, undeliverable/undelivered e-mails. In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer materials (including, but not limited to, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail. These Terms and Conditions may be modified by Sponsor and/or we may cease offering the Offer at any time. YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS AND CONDITIONS BY POSTING THEM (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT). AND THAT YOUR PARTICIPATION IN THE OFFER AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS AND CONDITIONS. This Offer is subject to all federal, state and local laws and regulations. Any attempted form of participation in this Offer other than as described herein is void. CAUTION AND WARNING: ANY ATTEMPT TO DAMAGE THE OFFER OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST **EXTENT PERMITTED BY LAW.** Each participant may be required to show proof of eligibility and compliance with these Terms and Conditions. If any provision of these Terms and Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms and

Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms and Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All materials submitted will not be returned. In the event of any conflict with any Offer details contained in these Terms and Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms and Conditions shall prevail.

**8.** For additional questions on how to receive your refund or for other questions, comments, or concerns, please contact the General Mills Consumer Relations Contact Us Page: <a href="https://contactus.generalmills.com/?page=GeneralMillsPromo">https://contactus.generalmills.com/?page=GeneralMillsPromo</a>

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