

## Texas Box Tops Challenge Promotion

### Official Rules

- **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS PROMOTION. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **VOID WHERE PROHIBITED BY LAW.**
- **ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE PROMOTION, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

**1. Eligibility.** The Texas Box Tops Challenge Promotion (the “**Promotion**”) is open only to Box Tops For Education (“**BTFE**”)- eligible schools and individuals who are legal residents and physically located in the state of Texas at the time of entry. To determine if your school is a BTFE-eligible school, visit <https://www.boxtops4education.com/official-rules>. Employees, officers and directors of General Mills, Inc. (“**Sponsor**”), Sponsor’s parent company, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively with Sponsor, the “**Promotion Entities**”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Promotion or win a prize. For purposes of this Promotion, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating in the Promotion, each entrant unconditionally accepts and agrees to comply with and abide by these “**Official Rules**” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects.

**2. Entry Period.** The Promotion begins on or about at 12:01 a.m. Central Time (“CT”) on Friday, December 1, 2017 and all entries must be received by the Sponsor on or before 11:59 p.m. CT on Sunday, February 18, 2018 (the “**Entry Period**”).

**3. How to Enter.** There are two (2) separate Promotions governed by these Official Rules.

A. **Promotion 1:** To enter Promotion 1: The BTFE-eligible school located in Texas with the most BTFE app downloads and designations as of 11:59 p.m. CT on Sunday, February 18, 2018 will be deemed the winner. To participate in this Promotion, individuals will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, individuals will need to download the Box Tops For Education application from their mobile device’s app store and sign-up for an BTFE account (“**BTFE Account**”) if you do not already have a BTFE Account. Downloading the app and creating a BTFE Account is free. By submitting your information and creating a BTFE Account however, entrants will be required to agree to the BTFE app terms of service and privacy policy. If you do not agree to BTFE app’s terms of service and privacy notice, you cannot create a BTFE Account or participate in this Promotion 1. After entrant has a BTFE Account, log-in to your BTFE Account, and designate a BTFE eligible school in the BTFE app. Limit one (1) entry per person.

B. **Promotion 2:** To enter Promotion 2: The BTFE-eligible school located in Texas that receives the most entries during the Entry Period will be deemed the winner. You can earn entries for your school for Promotion 2 in two (2) ways:

(i) **Purchase Method of Entry:** During the Entry Period, review Bonus Box Tops offers available within the Box Tops App. Make a qualifying purchase based on the offers available within the app (a “**Qualifying Purchase**”). **Be sure to keep your receipt.** Take a photo of your *entire* receipt. The receipt image must be clear and legible, include the purchase date on your receipt, and show the Qualifying Purchase you purchased on your receipt. Next, submit your receipt on the BTFE-app in the designated Promotion advertisement prior to the conclusion of the Entry Period. Every validated receipt that results in a school credit will count as one (1) entry.

(ii) **Mail-In Alternate Method of Entry:** To enter without making a purchase, hand print your name, address, day and evening phone numbers (if different), email address, and date of birth, along with the name of your Box Tops for

Education registered school, school address, and school phone number on a 3" x 5" piece of paper and mail it in an envelope with proper postage, to:

Texas Box Tops Challenge  
Dept. S7524  
PO Box 4006  
Grand Rapids, MN 55730-4006

Limit: One (1) entry per envelope. Your BTFE- designated school will receive an entry for each card received. All mail-in requests must be handwritten and must be postmarked by February 19, 2018 and received by February 23, 2018. All requests become the exclusive property of Sponsor and none will be acknowledged or returned. **NOTE: If you do not include your BTFE-eligible school on your card, you will not receive your entry.** 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.

Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Promotion at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. The Sponsor's designated database clock will be the official timekeeper for this Promotion. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. The Promotion Entities may run multiple campaigns, contests, Promotion or other promotions simultaneously. Entry into one (1) campaign, contest or Promotion does not constitute entry into any other.

**4. Winner Selection and Prize Claiming.** There will be one (1) BTFE-eligible school located in Texas that wins Promotion 1 and one (1) BTFE-eligible school located in Texas that wins Promotion 2. The school that wins Promotion 1 will be the school that receives the most BTFE- app downloads and designations and the school that wins Promotion 2 will be the school with the most entries (regardless of method). Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Promotion, and of selection of the winners. Decisions of the Sponsor as to the selection of the winners will be final. The potential winners will be notified using the information provided during entry by any of email, telephone, mail, a post on the potentially winning entry or through a direct message on a social media platform (if applicable) (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the drawing. The Promotion Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "Affidavit") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize(s). If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Promotion Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

**5. Prizes and Values.** Each winning school in this Promotion will receive 50,000 bonus box tops (\$5,000 value), which 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 [www.boxtops4education.com](http://www.boxtops4education.com). The value of the Bonus Box Tops will be paid within the 4/15/18 earnings check that is mailed to the school. One (1) bonus box top is worth one (1) Box Top, or \$.10 to a BTFE-eligible school. Bonus Box Tops will be credited 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. Approximate Retail Value (“ARV”) of each prize: \$5,000.

Prize(s) are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor’s sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize details and availability are subject to change and prize provider’s rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her prize(s), the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prize(s) are awarded “AS IS” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Unclaimed prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Promotion Entities are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Promotion Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize(s) will be awarded. The total ARV of all of the prize(s) awarded in this Promotion is Ten Thousand Dollars (\$10,000.00). The Promotion Entities are not responsible for and winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material. Limit of one (1) prize per school.

**6. Publicity Release.** Subject to applicable law, winners irrevocably grant the Promotion Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their school name for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prize(s) to the winners.

**7. Tampering with Promotion.** The Promotion Entities are not responsible for the actions of entrants in connection with the Promotion, including entrants’ attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Promotion. Persons found tampering with or abusing any aspect of this Promotion, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Promotion, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future Promotion. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING ANY SOCIAL MEDIA PLATFORM OR APPLICATION) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

**8. Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, 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 Promotion 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 Promotion or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Promotion should causes beyond Sponsor’s control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Promotion; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

**9. Waivers, Disclaimers and Releases.** By participating in the Promotion, entrant agrees to release, discharge, indemnify and hold harmless the Promotion Entities and each of their respective directors, officers, employees, agents, successors and assigns (“**Released Parties**”) from and against any and all claims, liability, costs (including attorneys’ fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrants’ participation in the Promotion (including travel to/from any Promotion activity); (ii) any acceptance, possession, misuse or

use of any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Promotion activity and/or prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Promotion and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrants agree and that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or Internet service provider utilized by Sponsor interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Promotion; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Promotion and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of the social media platform used for purposes of administering this Promotion that may interfere with the Promotion (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Promotion as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Promotion. If entrant is an eligible minor, his/her parent or legal guardian must agree to these Official Rules, including, without limitation, this Section.

**10. Entry Information and Promotion Communications.** As a condition of entering the Promotion, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Promotion and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Promotion or on a Promotion winner's list.

**11. Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Promotion will be governed by and construed in accordance with the internal laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE PROMOTION, ENTRANT 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 ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT 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) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT 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.

**12. Dispute Resolution.** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Dallas County, Texas and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Promotion shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either

party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Dallas County, Texas. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Dallas County, Texas. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**13. List of Promotion Winner(s).** To receive a list of winner(s), send a stamped, self-addressed envelope, within sixty (60) days of expiration of the Entry Period, to:

Texas Box Tops Challenge, Promotion Winners List  
Dept. S7524  
PO Box 4006  
Grand Rapids, MN 55730-4006

Please indicate which Promotion winners list you are requesting by referencing the name of the Promotion in your request.

**14. Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit 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. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor’s sole and absolute discretion.

**15. Identification of Sponsor.** This Promotion is sponsored by General Mills, Inc., One General Mills Blvd., Minneapolis, MN 55440. Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Promotion.