

## **Lucky Charms Just Magical Marshmallows Club Giveaway**

### **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.**

Overview: The Lucky Charms Just Magical Marshmallows Club Giveaway ("Promotion") consists of an instant win game ("Instant Win Game"). Prior to the start of the Instant Win Game, Sponsor will select one thousand two hundred seventy (1,270) participating membership-only warehouse club retailer locations (each a "Participating Warehouse Club Retailer"). [Click here](#) for the address information of each Participating Warehouse Club Retailer. There will also be four (4) participating membership-only online warehouse club options (each an "Online Warehouse", Costco.com; Bjs.com; Samsclub.com and Smartandfinal.com). There will be three (3) prizes allocated for each Participating Warehouse Club Retailer. There will be twenty-five (25) prizes allocated for Costco.com prize pool. There will be twenty-five (25) prizes allocated for Bjs.com prize pool. There will be twenty-five (25) prizes allocated for Samsclub.com prize pool. There will be twenty-five (25) prizes allocated for Smartandfinal.com prize pool. See Section 4 and 6 below for complete details.

**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, the District of Columbia, or Puerto Rico and who are eighteen (18) years old or older 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 (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 Promotion. 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 an Instant Win Game prize is contingent upon fulfilling all requirements set forth herein.

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

**3. Timing:** The Instant Win Game begins on December 15, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on March 31, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Instant Win Game.

**4. How to Enter:** During the Promotion Period, visit [www.winluckysmarshmallows.com](http://www.winluckysmarshmallows.com) ("Website"). On your first visit only, follow the links and instructions to complete and submit the registration form in its entirety including providing your valid home address (P.O. Boxes are not permitted). Then, on your first visit only, you will be asked to select your Participating Warehouse Club Retailer (and enter your zip code) or select your Online Warehouse, from a provided list. Note that only one (1) Warehouse Club Retailer/Online Warehouse option can be associated with your registration. For every subsequent visit, log in by entering the email address used to register for the Instant Win Game. Then, participate in one (1) of the following two (2) methods:

- a. Scan the Designated "Red Balloon Marshmallow Charm" on Specially-Marked Lucky Charms Product Packages with a Mobile or Tablet Device: During the Promotion Period, visit your local Warehouse Club Retailer or the website associated with your Online Warehouse and purchase/locate specially-marked Club Packs of Original Lucky Charms cereal. Once you locate a specially-marked Pack, locate the outside side panel of the box. 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 "scan" the designated red balloon marshmallow charm.

- b. “Click Here” on “Registration/Login Confirmation” Page from a Desktop Computer or Mobile/Tablet Device (Free method of entry): To enter/play without the use of a mobile/tablet device or the purchase of a participating Lucky Charms product, during the Promotion Period, follow the instructions on the Website and tap/click through to the “Registration/Login Confirmation” Page. The Registration/Login Confirmation Page is the Page you will land on when you submit the registration form or login form. On the Registration/Login Confirmation page, there will be copy that encourages you to “Click Here”. Once you do so, an image of a marshmallow charm and a “Scan Now” button will appear. Click on the “Scan Now” button.

Regardless of entry method (a or b), you automatically will receive one (1) Instant Win Game play (each a “Game Play”). In order to be a potential winner of an Instant Win Game prize, your Game Play must have occurred either at the exact randomly predetermined winning seeded time, or the first to occur thereafter, as determined by Administrator.

Contingent “National Prize Pool” Option: If your selected Participating Warehouse Club Retailer has already three (3) confirmed winners or if your selected Online Warehouse has already twenty-five (25) confirmed winners, Administrator will create a contingent national prize pool (“National Prize Pool”); you will automatically be added to this National Prize Pool. There are one thousand two hundred twenty-three (1,223) prizes allocated to the National Prize Pool. In which case, in order to be a potential winner of an Instant Win Game prize for this National Prize Pool, your Game Play must have occurred either at the exact randomly predetermined winning seeded time, or the first to occur thereafter for the *National Prize Pool*, as determined by Administrator.

If you win an Instant Win Game prize, you will be notified on-screen that you are a potential winner. See Section 7 for complete prize details. Each potential winner (“Potential Winner”) of the Instant Win Game will be provided directions for winner verification. All Potential Winners are subject to verification before any prize will be awarded as described in Section 7 below. Administrator is responsible for the functionality of the Instant Win Game. The number of prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed.

Limit: Each entrant may play up to fifteen (15) times during the Promotion Period, regardless of method of entry 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 plays by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. 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 play, the authorized account holder of the email address used to register will be deemed to be the entrant or player provided that person meets the eligibility requirements to participate in the Instant Win Game. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider, Internet 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 the 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 Instant Win Game. Only eligible entries actually received by Administrator's server before the end of the Promotion Period will be included in the Instant Win Game. Illegible, unintelligible, incomplete, garbled, lost, late, misdirected, forged, altered, or mutilated entries will be disqualified. Proof is sufficient if so determined by Sponsor, in its sole discretion.

**5. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT**

**ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID, AND WILL NOT BE HONORED.**

**6. Instant Win Game Prize Selection and Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. Administrator is an independent judging organization whose decisions as to the administration and operation of the Instant Win Game and the selection of potential winners are final and binding in all matters related to the Instant Win Game. There will be five thousand one hundred thirty-three (5,133) random, computer-generated winning times generated during the Instant Win Game, three (3) prizes per Participating Warehouse Club Retailer and twenty-five (25) per Online Warehouse option. Also, there will be up to one thousand two hundred twenty-three (1,223) prizes allocated to the contingent National Prize Pool. Sponsor reserves the right to modify any quantity of prize allocation at any time during the Promotion Period. [Click here](#) for the address information of each Participating Warehouse Club Retailer. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be a potential instant winner of the prize indicated. If any potential winner cannot be contacted or if prize is returned as undeliverable, potential winner forfeits prize and Sponsor and Administrator will have no further obligation to such potential winner. Unclaimed prizes will not be awarded.

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, as set forth below, based on the applicable scenario:

- (i) For individual Participating Warehouse Club Retailer(s), where we have not confirmed three (3) winners, Administrator will compile a list of all entrants who have played the Instant Win Game for the applicable Participating Warehouse Club Retailer and award the non-confirmed prize winners (or up to three (3) prizes), after the conclusion of the Promotion Period, from among all participating eligible entries, by a random drawing.
- (ii) For each Online Warehouse, where we have not confirmed twenty-five (25) winners, Administrator will compile a list of all entrants who have played the Instant Win Game for the applicable Online Warehouse and award the non-confirmed prize winners (or up to twenty-five (25) prizes), after the conclusion of the Promotion Period, from among all participating eligible entries, by a random drawing.
- (iii) Prizes for individual Participating Warehouse Club Retailer where there were not any entrants that selected the applicable individual Participating Warehouse Club Retailer upon registration, as outlined above in Section 4, will remain unawarded.
- (iv) For prizes unawarded in the contingent National Prize Pool, Administrator will award the applicable prize(s), after the conclusion of the Promotion Period, from among all remaining eligible entries, by a random drawing.

Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game.

**7. Prizes:** FIVE THOUSAND ONE HUNDRED THIRTY-THREE (5,133): One (1) 6 oz. pouch of Original Lucky Charms™ – marshmallows only. Approximate Retail Value ("ARV"): \$25.00.

Odds of winning an Instant Win Game prize depend on the number of prizes available divided by the number of eligible Instant Win Game plays. If you play on or about an applicable seeded time as well as if the allocated prizes have already been awarded for the applicable Participating Warehouse Club Retailer or Online Warehouse Prize Pool; in which case, the odds of winning would be one thousand two hundred twenty-three (1,223) available prizes divided by the number of eligible Instant Win Game plays for the National Prize Pool (as mentioned in Section 4 above), for the remainder of the duration of the Promotion Period.

For All Prizes: Prizes are non-transferable and no cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. Limit: One (1) Instant Win Game prize per person. Total ARV of all prizes: \$128,325.00.

**8. Publicity:** Except where prohibited by law, accepting a prize in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, statements, opinions, biographical information, hometown, and state for promotional purposes in any media, in perpetuity, without further payment, notice or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel or modify the Instant Win Game if fraud, technical failures, human error or any other factor impairs the integrity of the Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. 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 Instant Win Game, 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 damage any website or undermine the legitimate operation of the Instant Win Game is 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.

**10. Release:** By entering the Instant Win Game, each participant agrees to indemnify, defend, release and hold harmless the Promotion Entities, and their respective subsidiaries, affiliates, suppliers, distributors, partners, advertising/promotion agencies 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 losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of your participation in the Instant Win Game or resulting directly or indirectly, out of your participation in the Instant Win Game or resulting from your acceptance, possession, use, or misuse of any prize awarded in connection with the Instant Win Game, including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

**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 Instant Win Game-related communication or materials, whether caused by a Released Party or those that enter the Instant Win Game, printing errors or by any of the equipment or programming associated with or utilized in the Instant Win Game; (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 Instant Win Game; (4) technical or human error which may occur in the administration of the Instant Win Game or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Instant Win Game, or receipt, or use of any prize; or (6) late, lost, misdirected, illegible, incomplete or mutilated entries or for theft, destruction or unauthorized access to, or alteration of entries. If for any reason your Instant Win Game play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another entry in the Instant Win Game, if it is possible. If the Instant Win Game, or any part of it, is discontinued for any reason, 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. 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 Instant Win Game 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 Instant Win Game 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 Instant Win Game, 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 Instant Win Game and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator’s Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Instant Win Game.

**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 List:** For a winner list, visit <https://bit.ly/3kmJGaC>. 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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