

## **Cheerios Heart Health Promotion with Fitbit Sweepstakes**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

Overview: Prior to the start of the Instant Win Game, Sponsor will select participating retailer locations (each a "Participating Retailer") that will comprise the "Retailer Prize Pool". [Visit here](#) for the address information of each Participating Retailer. Entries whose Qualifying Purchase is made from retailers who are not Participating Retailers will be entered into the "National Prize Pool".

**1. Eligibility:** Cheerios Heart Health Promotion with Fitbit Sweepstakes (the "Instant Win Game") is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years old or older at the time of entry. Employees, officers, and representatives of General Mills Sales, Inc. ("Sponsor"), General Mills, Inc., Merkle Inc. ("Administrator"), as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Instant Win Game is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation in the Instant Win Game 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 Instant Win Game. Winning a 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 January 1, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on May 1, 2020 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.cheerios.com/fitbit](http://www.cheerios.com/fitbit) ("Website") and 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, there are two (2) ways to continue your participation:

**a. Purchase a Participating Product:** During the Promotion Period, purchase one (1) box of specially marked, participating Cheerios cereals (each a "Qualifying Purchase") from your local retailer, while supplies last. See Appendix A below for a complete list of products that may be specially marked with this Instant Win Game. Locate the code which is printed on the outside of the back panel of the specially marked package ("Product Code") and have it available when you complete the below instructions.

**b. Free Product Code:** To play without making a Qualifying Purchase, use the following free code: FITBIT123 (the free "Product Code").

**Once you obtain a Product Code**, during the Promotion Period, you will be asked to input your zip code and select the store where you made your Qualifying Purchase (your Participating Retailer), from a provided list. If the provided list does not include the retailer where you made your Qualifying Purchase, select the "Other" Category. Then, follow the links and instructions to enter your Product Code. Each Product Code/the free Product Code may be used more than once. Finally, follow the links and instructions to proceed to and play the Instant Win Game (each a "Game Play"). The Instant Win Game results will be instantly displayed. National Prize Pool: To be a potential winner of an Instant Win Game prize for the 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 a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential prize winner. Retailer Prize Pool: To be the potential winner of an Instant Win Game prize for your selected Participating Retailer, your Game Play must have occurred either at the exact randomly predetermined seeded winning time, or the first to occur thereafter, for the Retailer Prize Pool, as determined by Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant's Game Play to occur after that time will be deemed a potential prize winner. If your selected

Participating Retailer has already confirmed one (1) winner, you will automatically be added to the National Prize Pool. Therefore, every subsequent Game Play(s) will follow the National Prize Pool flow, as set forth above for the National Prize Pool. Regardless of the Prize Pool, the number of prizes available to be won will decrease during the Promotion Period as prizes are awarded and claimed. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each entrant may play up to ten (10) 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. 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. 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.

**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 nine thousand six hundred fifty (9,650) random, computer-generated winning times generated during the Instant Win Game, seven hundred twenty-six (726) awarded for the National Prize Pool and eight thousand nine hundred twenty-four (8,924) awarded for the Retailer Prize Pool which includes one (1) prize per Participating 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 winner of a prize. 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. For individual Participating Retailer(s), where one (1) winner has not been confirmed, Administrator will compile a list of all entrants who have played the Instant Win Game for the applicable Participating Retailer and award the one (1) prize, after the conclusion of the Promotion Period, from among all participating eligible entries, by a random drawing. Prizes for individual Participating Retailer where there were not any entrants that selected the applicable individual Participating Retailer upon registration, as outlined above in Section 4, will remain unawarded. For prizes unawarded for the National Prize Pool, Administrator will award the applicable prize(s), after the conclusion of the Promotion Period, from among all remaining entries (eligible entries that did not win the Instant Win Game during the Promotion Period) for the National Prize Pool by random drawing. Prizes will be fulfilled on or about the beginning of February for confirmed winners as of the end of January; also on or about the beginning of March for confirmed winners as of the end of February; and all other prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Instant Win Game.

**7. Prizes:** NINE THOUSAND SIX HUNDRED FIFTY (9,650) PRIZES (seven hundred twenty-six (726) awarded for the National Prize Pool and eight thousand nine hundred twenty-four (8,924) awarded for the Retailer Prize Pool which includes one (1) prize per Participating Retailer): A Fitbit Inspire HR™ fitness tracker. Approximate Retail Value ("ARV"): \$99.95

Odds of winning an Instant Win Game prize through the National Prize Pool depend on the number of

prizes available divided by the number of eligible Instant Win Game plays for the Promotion Period. Odds of winning a prize through the Retailer Prize Pool depend on the allocated schedule of randomly seeded winning times for the Retailer Prize Pool, if you play on or about an applicable seeded time as well as if the prize has already been awarded for the applicable Participating Retailer; in which case, the odds of winning would reflect what is stated for the National Prize Pool. The actual value of fitness tracker prizes is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. 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: \$964,517.50.

**8. Publicity:** Except where prohibited, participation in the Instant Win Game constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions, biographical information, hometown, and state for promotional purposes in any media without further payment 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. Any attempt by any person to deliberately 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 receipt of any prize, winner agrees to release and hold harmless Sponsor, General Mills, Inc., Participating Retailers, individual Participating Retailer stores, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective 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 participation in the Instant Win Game or resulting directly or indirectly, from 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, whether caused by entrants, 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; (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 entrant's participation in the Instant Win Game, or receipt, or use of any prize or while traveling to or from any prize-related activity. 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 Instant Win Game, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Disputes:** Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Instant Win Game or any prizes awarded shall be resolved individually, without resort

to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Instant Win Game but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Instant Win Game, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**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 <http://bit.ly/2J3tzhH>. 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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## Appendix A

**Find specially marked boxes that feature the Instant Win Game on these participating cereals:**

Honey Nut Cheerios  
Yellow Box Cheerios  
Multi Grain Cheerios  
Apple Cinnamon Cheerios  
Frosted Cheerios  
Chocolate Cheerios  
Fruity Cheerios  
Very Berry Cheerios  
Maple Cheerios  
Honey Nut Cheerios Medley Crunch