

Old El Paso Guaranteed Fanatics Offer
TERMS AND CONDITIONS

Get a code for \$50 off at Fanatics.com* with the purchase of four (4) participating Old El Paso products at any participating retail store location.

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

1. Eligibility: Old El Paso Guaranteed Fanatics Offer (the “Program”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the date and time of receipt submission. Void where prohibited by law.

2. Timing: Program begins on August 1, 2023 at 12:00 a.m. Eastern Time (“ET”), ends on January 15, 2024 at 11:59 p.m. ET (the “Program Period”) and consists of two (2) phases (each a “Phase”) as set forth below.

Phase	Start Date at 12:00 a.m. ET	End Date at 11:59 p.m. ET
1 – Make a Qualifying Purchase	August 1, 2023	December 30, 2023
2 – Receipt Upload/Offer Redemption	August 1, 2023	January 15, 2024

Administrator’s computer is the official time-keeping device for the Program.

3. How to Receive Offer: During Phase 1, purchase at least four (4) participating Old El Paso products, at any participating retail store location in a single transaction on one (1) receipt (each a “Qualifying Purchase”). Online purchases are excluded from this Program. See Appendix A for the complete list of qualifying products. **Be sure to keep your receipt.** Take a photo of your entire receipt. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s) as well as the total amount of money spent on the receipt. Then, during Phase 2, visit www.oldel Paso.com/fanaticspromo (“Website”), complete and submit the registration form by providing a valid email address and a mailing address (P.O. Boxes are not permitted) and upload the image of your receipt. Each receipt may only be used once. Once the receipt is validated, you will receive, at the email address you provided, one (1) code that may be redeemed at Fanatics.com for \$50 off a purchase at Fanatics.com, terms and conditions apply* (“Gift With Purchase” or “Offer”). One (1) Offer per valid receipt. The approximate retail value of the Offer: \$50.00.

***Terms and Conditions:** Codes are valid through 2/15/2024 for \$50 off a single order of in stock merchandise at www.fanatics.com. One time use. Any amount not used at checkout is forfeited. Not valid towards select trading cards, gift cards, codes, or certificates, shipping, taxes, previous purchases, or returns. Cannot be combined with any other offer or discount. Except where required by law, cannot be redeemed for cash, reproduced, modified, sold, traded, refunded or replaced. Void only while supplies last. All purchases are subject to the www.fanatics.com terms of use which may change at any time. Void where prohibited.

Limit: Each participant may receive a maximum of one (1) Offer per household. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than one (1) Offer by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s Offer and that participant may be disqualified. Each Offer will be fulfilled no later than 8-10 weeks after Program conclusion.

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

5. Release: By participating in the Program, participant agrees to indemnify, defend and hold harmless the Sponsor, Administrator, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies, subsidiaries and 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 Program or from acceptance, possession, receipt or use or misuse of any Gift With Purchase or the Offer or while participating in, traveling to, and/or preparing for any Offer- or Gift With Purchase -related activity. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from acceptance, possession, use and/or misuse of participation in the Program. By participating in this Program, participants agree to be bound by these Program Terms and Conditions.

6. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions 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 Terms and Conditions; 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, uploads receipts by fraudulent means or is otherwise determined to be in violation of these Terms and Conditions in an attempt to obtain any Gift With Purchase will forfeit any Gift With Purchase and may be prosecuted to the full extent of the law. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Terms and Conditions shall not constitute a waiver of that provision.

7. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, including errors or typos in these Terms and Conditions or any Program-related communication or materials, whether caused by a Released Party or participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (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 registration or receipt upload process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of receipts; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Offer.

8. 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 Program or the Program Terms and Conditions, 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 Program, the Program Terms and Conditions or the Released Parties actions or omissions, 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 Program Terms and Conditions. You must send the Demand to the following address (the “Notice Address”): Legal Department, Merkle 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 30 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 Program Terms and Conditions, 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 Program Terms and Conditions, or the rights and obligations of the participant, Administrator, and Sponsor in connection with the Program, 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 Program and suspension, revocation, closure, modification, or amendments to the Program Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Program.

9. Participant's Personal Information: Information collected from participation is subject to Sponsor’s Privacy Policy <https://www.generalmills.com/en/Company/privacy-policies/privacy-policy-cookie-US-English>.

10. 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 Gift With Purchase, 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 Program Terms and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Program Terms and Conditions 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 Program Terms and Conditions will not constitute a waiver of that provision. For participants, to the extent there is a conflict between these Program Terms and Conditions and any terms of use or other agreement posted on the website, these Program Terms and Conditions control.

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Appendix A

Product Name	Package UPC
OEP CHOPPED GREEN CHILES MILD	46000-83251
OEP CHOPPED GREEN CHILES MILD LRG	46000-83331
OEP JALAPENO SLICES HOT	46000-85281
OEP RED ENCHILADA SAUCE MILD SM SZ (10 oz)	46000-86011
OEP RED ENCHILADA SAUCE MILD LRG SZ (19 oz)	46000-86035
OEP GREEN CHILE ENCHILADA SAUCE MILD (10 oz)	46000-86101
OEP RED ENCHILADA SAUCE MEDIUM SM SZ (10 oz)	46000-86121
OEP RED ENCHILADA SAUCE MILD VAL SZ (28 oz)	46000-72183
OEP RED ENCHILADA SAUCE HOT SM SZ (10 oz)	46000-86051
OEP 28OZ ENCHILADA SAUCE MILD GREEN (28 oz)	46000-72182
OEP RED MEDIUM SAUCE LRG SZ (19 oz)	46000-13055
OEP TACO DINNER KIT HARD/SOFT	46000-28734
OEP DINNER KIT TACO HARD/SOFT 6CT	46000-28734
OEP DINNER KIT TACO STAND N STUF 6CT	46000-28736
OEP SNS TACO DNR KIT	46000-28736
OEP SOFT TACO DINNER KIT RCP	46000-28732
OEP DINNER KIT SOFT TACO	46000-28732
OEP TACO DINNER KIT CRUNCHY	46000-28735
OEP SNS BOLD TACO DNR KIT NACHO CHEESE	46000-45396
OEP SFT TORTILLA BOWL DINNER KIT 8CT	46000-43165
OEP STREET TACO KIT CARNE ASADA STEAK	46000-12313
OEP STREET TACO KIT ASADO CHICKEN	46000-12308
OEP TACO SHLS/FLR TORTS HARD/SOFT 12CT	46000-81215
OEP STREET TACO KIT BARBACOA BEEF	46000-12315
OEP SNS TACO DINNER KIT HARD/SOFT	46000-45062
OEP DINNER KIT SOFT TACOBAKE	46000-28731
OEP BURRITO BOWL KIT CHICKEN	46000-12309
OEP BURRITO BOWL STEAK	46000-12311
OEP BURRITO BOWL KIT GROUND BEEF	46000-12312
OEP DINNER KIT FAJITA	46000-28738
OEP TACO DINNER KIT HARD/SOFT TP	46000-29549
OEP DINNER KIT ENCHILADA	46000-28739
OEP HARD/SOFT DINNER KIT BOLD NACHO CHS	46000-11116
OEP DINNER KIT MINI TORTILLA BOWLS	46000-10161
OLD EL PASO TORTILLA POCKETS KIT	46000-13008
OEP SNS TACO DNR KIT 3PK	46000-13181
OEP TACO DINNER KIT HRD SFT 3PK	46000-45292
OEP REFRIED BEANS TRADITIONAL	46000-82121
OEP REFRIED BEANS FAT FREE	46000-82011

OEP REFRIED BEANS VEGETARIAN	46000-84351
OEP REFRIED BEANS TRADITIONAL VAL SZ	46000-82131
OEP REFRIED BEANS GREEN CHILIES	46000-82161
OEP REFRIED BEANS BLACK BEAN	46000-41359
OEP REFRIED BEANS SPICY FAT FREE	46000-84331
OEP REFRIED BEANS TRADITIONAL 6PK HP	46000-30753
OEP REFRIED BEANS TRADITIONAL 6PK	46000-30753
OEP CHEESY MEXICAN RICE RCP 6CT	46000-82361
OEP CHEESY MEXICAN RICE	46000-82361
OEP SPANISH RICE	46000-82341
OEP CILANTRO LIME RICE	46000-12397
OEP STAND N STUFF SHELLS 36CT MGPK	46000-11796
OEP SNS TACO SHELLS 10CT	46000-27918
OEP SNS TACO SHELLS 10CT	46000-27918
OEP TACO SHELLS CRUNCHY 12CT	46000-81101
OEP SNS TACO SHELLS BOLD NACHO CHS 10CT	46000-45395
OEP SFT TORTILLA BOWL FLOUR 8CT	46000-43151
OEP TACO SHELLS CRUNCHY 18CT	46000-81151
OEP TORTILLAS FLR FOR BURRITOS 8CT - 8 in	46000-27342
OEP TORTILLAS FLR FOR BURRITOS 8CT 8 in RCP	46000-27342
OEP SFT FLR TORTILLAS 10CT - 6 in	46000-27341
OEP SFT FLR TORTILLAS 10CT	46000-27341
OEP SUPER STUFFER TACO SHELLS 10CT	46000-81181
OEP SNS TACO SHELLS YELLOW CORN LIME 10CT	46000-10151
OEP SFT TORTILLA MINI BOWL FLR 12CT	46000-46602
OEP SNS BOLD TAKIS SHELL 10 CT	46000-12374
OEP SNS TACO SHELLS BOLD RANCH 10CT	46000-45818
OEP RSTRNT STYL FLR TORTS GRANDE 6CT	46000-40028
OEP SFT TORT MINI BOWL FLOUR 20CT VLP	46000-47764
OEP TOSTADA SHELLS 12CT	46000-81201
OEP SNS SHELLS 20CT 9.4OZ	46000-13061
OLD EL PASO TORTILLA POCKETS 8.4OZ	46000-13006
OEP TACO SHELLS CRNCHY WHITE CRN 12CT	46000-81121
OEP SOFT TORT BOWL BUTTER 8CT	46000-11127
OEP SOFT TORT BOWL FLR CORN 8CT	46000-10147
OEP 6 INCH TORTILLA 20CT VP	46000-12505
OEP SNS TACO SHELLS 15CT	46000-29548
OEP SAUCE CREAMY QUESO	46000-11633
OEP SAUCE ZESTY RANCH	46000-11635
OEP SAUCE CREAMY SALSA VERDE	46000-11634
OEP SAUCE TACO MILD	46000-11643
OEP SAUCE TACO MEDIUM	46000-11644
OEP SQUEEZE SAUCE SPICY QUESO BLANCO	46000-12357

OEP SHEET PAN DINNER TANGY FAJITA	46000-113045
OEP SHEET PAN DINNER ZINGY SOUTHWEST	46000-113046
OEP SHEET PAN DINNER CREAMY MXSTYLE RNCH	46000-113048
OEP SNS TACO SHELL KIT CHEESE 6CT	46000-113518
OEP SNS TACO SHELLS BOLD JALPN CHDR 10CT	46000-113518
OEP CHOPPED GREEN CHILES MILD 4OZ	46000-13581