

Totino's Nintendo Switch Sweepstakes Official Rules

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

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

1. Eligibility: Totino's Nintendo Switch Sweepstakes (the "Sweepstakes") is open only to individuals who legal residents and physically located in one (1) of the fifty (50) United States (including the District of Columbia) and who are at least eighteen (18) years old at the date and time of entry. Employees, officers and directors of General Mills Sales, Inc. ("Sponsor"), Nintendo of America Inc., Walmart, Inc., ShopperWorks, Merkle Inc. ("Administrator"), and each of their respective parent and affiliate companies, members, advertising and promotion agencies and distributors and other prize suppliers (collectively, "Sweepstakes 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 and director (whether legally related or not) are not eligible to enter or win a prize in this Sweepstakes. The Sweepstakes is void where prohibited by law. Participation constitutes entrant's full and unconditional agreement to these "Official Rules". Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. 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 Sweepstakes begins on May 1, 2021 at 8:00 a.m. Eastern Time ("ET") and ends on June 30, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter, as follows:

- a. **Make a Qualifying Purchase:** During the Promotion Period, purchase any qualifying Totino's Pizza Rolls 50ct and/or Totino's Multi-Pack Party Pizza, 4ct at Walmart or Walmart.com (each a "Qualifying Purchase"). See Appendix A for a complete list of Qualifying Purchases. **Be sure to keep your receipt; only Walmart receipts will be accepted.** Take an image of the entire receipt. Images of physical and digital receipts will be accepted. The receipt image must be clear and legible; be in .jpg format; not to exceed 100MB in size; and include the purchase date and time, and show the Qualifying Purchase, the Qualifying Purchase price and total amount spent. Then, visit www.totinos.com/nintendo ("Website") and follow the links and instructions to complete and submit the registration form including a valid email address. Where prompted, follow the instructions to upload an image of your receipt. Each receipt can only be uploaded once. Once your receipt image is validated, you automatically will receive one (1) entry into the Sweepstakes for each Qualifying Purchase.
- b. **Mail-in Alternate Method:** To enter without making a Qualifying Purchase/uploading a receipt, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Totino's Nintendo Switch Sweepstakes at Walmart," c/o Merkle Inc., P.O. Box 5021, Department 847681, Kalamazoo, MI 49003-5021. You will receive one (1) entry into the Sweepstakes. Limit: One (1) entry per envelope. All mail-in entries must be handwritten and must be postmarked by June 30, 2021 and received by July 8, 2021. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for illegible, garbled, forged, altered, lost, late, incomplete,

invalid, unintelligible, illegible, misdirected, mutilated or postage-due entries, which will be disqualified.

Limit: Each entrant may receive up to fifteen (15) Sweepstakes entries during the Promotion Period, regardless of method 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 entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant provided that person meets the eligibility requirements to participate in the Sweepstakes. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online 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 an 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 Sweepstakes. Only eligible entries actually received by Administrator's server before the end of the Promotion Period will be included in the Sweepstakes.

Offer: By participating in the Sweepstakes via entry method 4(a), as outlined above, by registering you will receive one hundred (100) My Nintendo Platinum Points ("Offer"). Limit: One (1) Offer per email address/person. Points available while supplies last. My Nintendo Platinum Points can be redeemed by eligible participants at www.mynintendo.com. A free Nintendo Account is required to receive and redeem My Nintendo Platinum Points. By creating a Nintendo Account, user will be automatically enrolled in the My Nintendo Rewards Program. My Nintendo Rewards Points Program Terms of Service apply https://accounts.nintendo.com/term_point. Points must be redeemed no later than July 31, 2021. Once added to user's Nintendo Account, My Nintendo Platinum Points expire within six (6) months.

5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around July 9, 2021. The potential winners will be notified by email, mail or phone. Each potential winner (or parent/legal guardian if winner is a minor in his/her state of residence) may be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her/their prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her/the prize and Sponsor and Administrator will have no further obligation to such potential winner. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled 8-10 weeks after the conclusion of the Sweepstakes.

6. Prizes: THIRTY (30) GRAND PRIZES: Each winner will receive one (1) Nintendo Switch prize pack consisting of: one (1) Nintendo Switch system; three (3) Nintendo Switch Pro Controller accessories; one (1) download code for the digital version of Super Mario 3D World + Bowser's Fury game and one (1) Nintendo Switch Online 12-Month Family Membership. (Nintendo Switch Online membership will auto-renew at the end of 12 months.) Approximate Retail Value ("ARV") of each Grand Prize: \$604.94.

ONE HUNDRED (100) FIRST PRIZES: Each winner will receive one (1) download code for the digital version of the Super Mario 3D World + Bowser's Fury game. ARV of each First Prize: \$59.99.

For All Prizes: The actual value of electronic 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. There is no cash equivalent, and prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the total number of entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes awarded in this Sweepstakes: \$24,147.20.

7. Release: By entering the Sweepstakes, each entrant agrees to indemnify, defend, release and hold harmless the Sweepstakes 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 Promotion or resulting directly or indirectly, from your acceptance, possession, use, or misuse of any prize awarded in connection with the Promotion, including, without limitation, personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

8. Publicity: Except where prohibited by law, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, statements, social media posts, usernames, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment, notice or consideration.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 or plays 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 Sweepstakes 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 undermine the legitimate operation of the Sweepstakes 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 Official Rules shall not constitute a waiver of that provision.

10. 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 Sweepstakes-related communication or materials, whether caused a Released Party or by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (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 Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; (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 Promotion or receipt or use or misuse 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 an entrant's entry or play is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if 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 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.

11. Disputes: 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 Sweepstakes 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 Sweepstakes 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, 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 ten (10) business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within ten (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 Sweepstakes, 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 Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

12. Entrant's Personal Information: Information collected from entrants is subject to Sponsor's Privacy Policy, available at: <http://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>.

13. Winner List: For a winner list, visit <https://bit.ly/2YjScgY>. The winner list will be posted after winner confirmation is complete.

14. 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

Product	UPC #
Totino's Pizza Rolls Pepperoni, 50 ct	4280010953
Totino's Pizza Rolls Combination, 50 ct	4280010952
Totino's Pizza Rolls Three Meat, 50 ct	4280010915
Totino's Pizza Rolls Cheese, 50 ct	4280010918
Totino's Party Pizza Multi- Pack Pepperoni	4280043589
Totino's Party Pizza Multi- Pack Triple Meat	4280047506
Totino's Party Pizza Multi- Pack Combination	4280048591