

RETRO GAME NIGHT OFFER

OFFICIAL TERMS AND CONDITIONS

OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES (INCLUDING THE DISTRICT OF COLUMBIA), WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AT THE TIME OF QUALIFYING PURCHASE.

VOID WHERE PROHIBITED BY LAW.

**OFFER ITEM AVAILABLE WHILE SUPPLIES LAST.
INTERNET ACCESS IS REQUIRED TO REDEEM OFFER.**

The Retro Game Night Offer (“Offer”) is sponsored by General Mills, Inc. (“Sponsor”), 1 General Mills Blvd., Minneapolis, MN 55426, and is administered by Prize Logic, LLC (“Administrator”), 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. OFFER PERIOD:** The Offer begins at 12:00 PM Eastern Time (“ET”) on August 30, 2019 and ends at 11:59:59 PM ET on January 14, 2020 or when supplies of Offer Item (defined in Section 4 below) are exhausted, whichever occurs first (“Offer Period”). The Offer is only redeemable on a first-come, first-served basis and while supplies last. The Administrator’s computer is the official clock for the Offer.
- 2. ELIGIBILITY:** The Offer is open only to legal U.S. residents physically residing in the fifty (50) United States or the District of Columbia., and who are at least eighteen (18) years old at the time of Qualifying Purchase (defined in Section 3 of these Terms and Conditions). Employees, directors, officers, and agents of Sponsor, Administrator, and each of their respective parent companies, divisions, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer (collectively, “Offer Entities”), as well as the members of each of their immediate families (i.e., spouse, parent, sibling, child, and their respective spouses and the “steps” of each, all lineal descendants, including those by adoption, regardless of where they reside) and persons residing in the same household as such individuals (whether related or not) are not eligible to participate. Void where prohibited by law. Participation in the Offer constitutes participant’s full and unconditional agreement to these “Terms and Conditions” and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Offer.
- 3. HOW TO PARTICIPATE IN THE OFFER:** During the Offer Period, a participant must purchase three (3) specially marked qualifying products (see attached Appendix for list of qualifying products), in the same transaction from a participating Target store (“Qualifying Purchase”). Then, visit www.retroboardgamenight.com (“Website”) and follow the on-screen prompts and upload a photograph of the original receipt showing the Qualifying Purchase. It is recommended that purchaser first print his/her name on the original register receipt; sign and date the receipt; and circle the qualifying product on the receipt before uploading the receipt. The file must be in .JPEG, .JPG, .PNG, or .GIF format (no PDFs will be accepted) and may not exceed 8 MB. Receipts must be submitted by 11:59:59 PM ET on January 14, 2020 to be valid. It is strongly recommended that participant maintain possession of the original receipt or a photocopy of the receipt. The participant should not give a receipt to any store employee. Upon approval participants will not be allowed to change their mailing

address or e-mail address after submitting an Offer redemption request. **There is a limit of one (1) receipt upload per person.** Receipts must be readable. A receipt may only be submitted one (1) time during the Offer Period. If the same receipt is submitted more than one (1) time, the receipt is not valid. Duplicate, mechanical reproductions, digital, altered receipts or unreadable receipts will not be accepted. Receipts submitted in excess of the limits set forth herein will not be accepted.

Offer Entities are not responsible for any undelivered e-mails, including, without limitation, e-mails that are not received because of a participant's privacy or spam filter settings which may divert any Offer e-mails to a spam or junk folder.

IMPORTANT: If entering via a mobile device, **message and data rates apply.** Not all mobile telephone providers carry the service necessary to participate in this Offer. Participants should consult their wireless provider's pricing plans.

- 4. OFFER ITEM DETAILS:** After registering and submitting a valid receipt, participants will be sent one (1) \$5 Target digital gift card ("Offer Item") (approximate value \$5). There are a maximum of ten thousand two hundred (10,200) Offer Items available in the Offer. Offer Items will be e-mailed to eligible recipients within approximately 2-3 weeks after verification of participant's eligibility and Qualifying Purchase. Offer Items are subject to availability and only available while supplies last. There is a limit of one (1) Offer Item per person during the Offer Period. No Offer Item substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute an Offer Item of equal or greater value in case of unavailability of the advertised Offer Item during the Offer Period or in case of Force Majeure Event (as defined in Section 6 of these Terms and Conditions). Each participant shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Offer Item received. All other costs and expenses not expressly set forth herein shall be solely the recipient's responsibility. Offer Item awarded may be used towards the purchase of a retro game at Target.
- 5. LIMITATIONS OF LIABILITY:** Offer Entities are not responsible for: (i) interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled or misdirected registrations or orders, or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person's computer related to participating in the Offer; (ii) illegible, unintelligible, postage due, misdirected, delayed, undelivered, damaged, late, lost or stolen receipts, entries or incorrect or inaccurate registration or order information, whether caused by Internet users or programming associated with or utilized in the Offer or by any technical or human errors that may occur in the administration of the Offer; or (iii) for any typographical errors in any Offer-related materials. All registrations and all elements thereof will become the property of Sponsor and will not be acknowledged or returned. If in the judgment of Sponsor, the Offer is compromised by viruses, bugs, non-authorized human intervention or other causes, which in Sponsor's judgment, may corrupt the administration, security, or fairness of the Offer, Sponsor reserves the right, in its sole discretion, to modify, discontinue, suspend or terminate the Offer. **OFFER ENTITIES MAKE NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT REGARDING THE OFFER.**

If, for any reason, the Offer is not capable of running as planned, or the integrity and or feasibility of the Offer is severely undermined by any event beyond the control of Sponsor or force majeure event, including, but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor, Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Offer and/or proceed with the Offer in a manner it deems fair and reasonable. If Sponsor, in its discretion, elects to alter this Offer for any reason, a notice will be posted at [the Website](#).

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS OFFER, INCLUDING OFFER ITEM COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

6. RELEASE: Offer Entities expressly disclaim any responsibility, and by participating in this Offer, each participant agrees: (i) to be bound by these Terms & Conditions; (ii) to waive any rights to claim ambiguity with respect to these Terms & Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any employees, directors, officers and agents of Offer Entities, and each of their respective parent companies, divisions, affiliates, subsidiaries, advertising and promotional agencies and suppliers involved in the Offer and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents (the "Released Parties"), in connection with the Offer; and (iv) to forever and irrevocably agree to indemnify, defend release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Offer, including, but not limited to, any Offer-related activity or element thereof, and a participant's participation or inability to participate in the Offer; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) human error; (d) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; or (e) the negligence or willful misconduct by participant. Released Parties are not responsible for any loss (financial or otherwise), liability, injury (including death) or damage to persons or property, which may be caused directly or indirectly, in whole or in part, by the purchase of, use or misuse of any Offer related product or the Offer Item. Released Parties further assume no liability either for the cancellation, modification or premature conclusion of the Offer for any reason or through the acts or defaults of any company or person providing any Offer or due to weather, fire, strike, acts of war or terrorism, or any other condition beyond its control (a "Force Majeure Event").

7. DISPUTES: THIS OFFER IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND

VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (“JAMS RULES”). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS’ FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR OFFER ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE OFFER PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.

8. **PRIVACY POLICY:** Information collected in connection with the Offer will be subject to Sponsor’s Privacy Policy, which is available at <https://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>.
9. **GENERAL CONDITIONS:** Participants waive any right to claim ambiguity in these Terms and Conditions. Federal, state and local taxes, if any, are the sole responsibility of participant. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, the Offer and proceed in a manner it deems fair and reasonable. Duplicate or non-conforming requests will not be honored or returned. Sponsor reserves the right, to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Offer; to be acting in violation of these Terms and Conditions; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Offer. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Offer will void any attempted participation effected by such methods and the result in the individual utilizing the same to be ineligible to participate in the Offer. All registrations and/or materials submitted become the property of Sponsor and will not be returned. Offer Entities are not responsible for any lost, late, undeliverable/undelivered e-mails. In the event of any conflict with any Offer details contained in these Terms and Conditions and Offer details contained in Offer materials (including, but not limited to, point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Offer as set forth in these Terms and Conditions shall prevail. These Terms & Conditions may be modified by Sponsor and/or we may cease offering the Offer at any time. YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS & CONDITIONS BY POSTING THEM (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR PARTICIPATION IN THE OFFER AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS & CONDITIONS. This Offer is subject to all federal, state and local laws and regulations. Any attempted form of participation in this Offer other than as described herein is void.
CAUTION AND WARNING: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS OFFER IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR

RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If any provision of these Terms & Conditions or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Terms & Conditions valid and enforceable. The invalidity or unenforceability of any provision of these Terms & Conditions will not affect the validity or enforceability of any other provision. Sponsor's failure to enforce any term of these Terms & Conditions shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Offer details contained in these Terms & Conditions and the Offer details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Offer as set forth in these Terms & Conditions shall prevail.

Customer service inquires may be made at the Website at [Contact Us](#).

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APPENDIX – Qualifying Products

Cereal- All in family Size
Honey Nut Cheerios
Cinnamon Toast Crunch
Lucky Charms
Cheerios
Reese's' Puffs

Nature Valley

Crunchy Oats & Honey Granola Bars 6ct
Crunchy Peanut Butter Granola Bars 6ct
Crunchy Dark Chocolate Granola Bars 6ct
Sweet & Salty Dark Chocolate Granola Bars 6ct
Sweet & Salty Peanut Granola Bars 6ct
Sweet & Salty Almond Granola Bars 6ct

Fruit

Fruit By the foot Value pack
Gushers Value pack
Fruit Variety pack- Fruit roll up, gushers & fruit by the foot

Treat Bars:

Cinnamon Toast Crunch Cereal treat bar
Lucky Charms Cereal Treat Bar
Reese's Cereal Treat Bar
Golden Grahams Cereal Treat Bar