

Costco Inspire Box Tops for Education Back-to-School Sweepstakes

Official Rules

NO PURCHASE 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: The Costco Inspire Box Tops for Education Back-to-School Sweepstakes (the “**Sweepstakes**”) is open only to individuals who are 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. In order to enter, you must be a member of BoxTops4Education.com and have designated a school to support at time of entry. If you are not a member of BoxTops4Education.com, visit www.BoxTops4Education.com, complete the registration page and select a school to support. Registration is free. Your chosen school must be enrolled in the General Mills Box Tops for Education® Program (the “**BTFE Program**”) for the 2019-2020 academic school year as applicable prior to your entry. If your school is not enrolled in the BTFE Program, have your school’s principal or an administrator call 1-888-799-2444 to enroll. Employees, officers, directors and representatives of (“**Sponsor**”), General Mills Sales, Inc., Costco Wholesale Corporation, each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies, distributors and prize suppliers (collectively, “**Sweepstakes Entities**”), as well as the immediate family (i.e., spouse, parents, siblings, children and grandchildren) and household members of each such employee are not eligible to enter or win this Sweepstakes. CONTEST IS IN NO WAY SPONSORED OR ADMINISTERED BY COSTCO, The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Participation in the Sweepstakes constitutes your full and unconditional agreement to these “Official Rules” and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize/receiving an Offer for your BTFE-Eligible School is contingent upon fulfilling all requirements set forth herein. The Box Tops for Education-eligible school (“**BTFE-Eligible School**”) of winner’s choice will receive the prize provided that it complies with the requirements set forth in the BTFE Program and these Official Rules. To be considered a BTFE-Eligible School, the school must be registered with the BTFE Program for the 2019-2020 academic school year as applicable prior to your entry. See www.boxtops4education.com for more details about the BTFE Program.

2. Sponsor: General Mills Sales, Inc., One General Mills Blvd, Minneapolis, MN 55426.

3. Entry Period: The Sweepstakes begins on or about 12:00 a.m. Eastern Time (“**ET**”) on July 15, 2019 and all entries must be received by the Sponsor on or before 11:59 p.m. ET on September 30, 2019 (the “**Entry Period**”). Sponsor’s computer is the official time keeping device for this Sweepstakes.

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

- A. Make a Qualifying Purchase and Submit Receipt: During the Entry Period, visit a Costco retail location and purchase a General Mills participating Box Tops for Education product (a “**Qualifying Purchase**”). Be sure to keep your receipt. Within fourteen (14) days of Qualifying Purchase, visit the free to download Bonus Box Tops App (the “**App**”) and scan your receipt in the designated portion of the App that advertises the Costco Inspire Sweepstakes. See www.BTFE.com for App Terms of Service, Official Program Rules, and Privacy Policy. Standard data rates may apply.
- B. Mail-In Alternate Method of Entry: To enter without making a purchase, hand print your full name, home address, day and evening phone numbers (if different), email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to: “Costco Inspire Box Tops for Education Back to School Sweepstakes,” [Department S7894, PO Box 4006 Grand Rapids, MN 55730-4006]. Limit: One (1) entry per envelope. You will receive one (1) Sweepstakes entry into the applicable drawing based on the location at time of entry. All mail-in

requests must be handwritten and must be postmarked by September 30, 2019 and received by October 3, 2019. All requests 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 lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests, which will be discarded.

Limit of fifteen (15) entries per person(regardless of method of entry) will be accepted.

Odds of winning will depend upon the total number of entries received.

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. 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 entry, 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" of an email address, 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. Potential winners may be required to show proof of being an authorized account holder. If a dispute cannot be resolved to the Sponsor'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 Sponsor of an entry for purposes of this Sweepstakes. Only eligible entries actually received by Sponsor's server before the end of the Entry Period will be included in the Sweepstakes.

5. Determination of Winners and Verification: There will be 5,000 winners in this Sweepstakes. Receiving a prize is contingent upon compliance with these Official Rules. Sponsor will randomly select the potential winners from all eligible entries received during the Entry Period, on or around **10/25/19**.

The potential winners will be notified using the information provided during entry by any of email, telephone, mail, a post on the potentially winning entry or through a direct message on a social media platform (if applicable) (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the drawing. The Sweepstakes Entities are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an email, placing of a phone call, one (1) day after sending via a delivery service or two (2) days after mailing. A potential prize winner who provides a P.O. Box may be required to provide an alternative address and this may cause a delay in notification and acceptance so use of a P.O. Box is discouraged. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

Each potential winner may be required to submit an affidavit of eligibility / release of liability / prize acceptance agreement (collectively, the "**Affidavit**") and return the Affidavit within the time period specified at notification before being eligible to receive his or her prize(s). If any potential prize winner fails or refuses to sign and return such Affidavit within the time period required by Sponsor or if the prize or prize notification is returned as rejected, faulty, unclaimed or returned as undeliverable to such potential prize winner, such potential prize winner may be disqualified and an alternate may be selected. Non-compliance shall result in disqualification and award of the prize(s) to an alternate winner. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules, or if the potential prize winner cannot attend or participate in any portion of the prize, or declines a prize for any reason prior to award, such potential winner may be disqualified and an alternate potential winner may be selected. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prizes. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes

Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners.

6. Prizes: The following prizes will be awarded in this Sweepstakes:

FIVE THOUSAND (5,000) PRIZES: 100 Bonus Box Tops to be awarded to the winner's designated BTFE-Eligible School. Approximate Retail Value ("ARV"): \$10.

One (1) Bonus Box Top is worth one (1) Box Top, or \$.10 to a BTFE-Eligible School. Bonus Box Tops will be credited to the designated BTFE-Eligible School's account after confirmation of Instant Win Game winning status subject to these Official Rules and the BTFE Program guidelines available at www.boxtops4education.com. No Bonus Box Tops prize will be awarded to any individual winner. BTFE-Eligible Schools are responsible for all taxes and fees associated with prize receipt and/or use, if applicable. No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize with cash or another prize of comparable or greater value. TOTAL ARV OF ALL PRIZES: \$50,000. Limit: One (1) prize per person.

Prize Fulfillment Timing: 10/25/19

All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her prize(s), the Sponsor may elect to provide winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All prize(s) are awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winner(s), or if a minor in the jurisdiction in which s/he resides, in the name of his/her parent or legal guardian, for the actual value of the prize(s) received. Unclaimed prize(s) will be forfeited. Prize(s), if legitimately claimed, will be awarded. The Sweepstakes Entities are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Entities will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize(s) will be awarded.

7. Release: By entering the Sweepstakes, each participant agrees to release, indemnify, defend and hold harmless the Sweepstakes Entities, and each of their respective subsidiaries, affiliates, suppliers, distributors, prize suppliers, advertising/promotion agencies and each of their respective parent companies, subsidiaries, 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 Sweepstakes or from acceptance, possession, receipt or use or misuse of any prize, or while participating in, traveling to, and/or preparing for any Sweepstakes- or Prize-related activity.

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, opinions and/or hometown and state for advertising and 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 Sweepstakes, 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, 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. 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 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 deliberately 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 by a Released Party or entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in cellular networks, 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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) technical or human error which may occur in the awarding of Sweepstakes prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; (6) 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 Sweepstakes or receipt or use or misuse of any prize; or (7) 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 is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, 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, unawarded, eligible prize claims.

Except where prohibited by law, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, 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.

11. Dispute Resolution: The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Minneapolis, Minnesota and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Minneapolis, Minnesota. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or

controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Hennepin County, MN. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

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 Sweepstakes, or any claim or dispute that has arisen or may arise between you and Sponsor, shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules. 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 the Sponsor's **Privacy Policy** (<https://www.boxtops4education.com/privacy-policy>).

13. Winner's List: For the name of the winners, available after **10/25/19** send a separate, stamped self-addressed (#10) envelope to:

Costco Inspire BTFE Back-to-School Winner's List
Department S7894W
PO Box 4006
Grand Rapids, MN 55730-4006

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 or the Affidavit 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.