

## **Dunkaroos™ Convenience Store 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:** Dunkaroos™ Convenience Store 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 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"), Merkle Inc. ("Administrator"), and each of their respective parent and affiliate companies, members, advertising and promotion agencies and distributors and other prize suppliers (collectively, "Promotion 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 or director (whether legally related or not) are not eligible to enter or win a prize in the Sweepstakes. The Sweepstakes is void where prohibited by law. Participation 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 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 March 13, 2023 at 12:00 a.m. Eastern Time ("ET") and ends on May 28, 2023 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:** During the Promotion Period, visit [www.DunkSweeps.com](http://www.DunkSweeps.com) ("Website") and follow the links and instructions to complete and submit the registration form in its entirety, including providing your valid email. Then, follow the links and instructions to enter a code ("Product Code"). There are two (2) ways to obtain a Product Code:

**a. Purchase a Qualifying Dunkaroos Product:** During the Promotion Period, purchase at least one (1) Dunkaroos single pack product of chocolate or vanilla (each a "Qualifying Purchase") from a retailer, while supplies last. Locate the code which is printed on the outside of the back panel of the package ("Product Code") and have it available when you complete the below instructions.

**b. Free Product Code:** To enter without making a Qualifying Purchase, use the following free code: 1600012345 (the free "Product Code").

Each Product Code/the free Product Code may be used more than once, but no more than one hundred fifty (150) times during the Promotion Period. After entering your Product Code, you will automatically will also receive one (1) entry into the Sweepstakes. Administrator is responsible for the functionality of the Sweepstakes.

**Limit:** Each entrant may enter the Sweepstakes up to two (2) times per day for a maximum total of one hundred fifty (150) times during the Promotion Period. 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, 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. All Potential Winners may be required to show proof of being the authorized account holder.

**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 May 29, 2023. The potential winners will be notified by email. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment 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/their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a/the 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 should be fulfilled approximately 12-16 weeks after the conclusion of the Sweepstakes, but some prize components may take longer to fulfill. Such prize components will be fulfilled no later than September 30, 2023. The one (1) year of Dunkaroos prize component for the Grand Prize will be fulfilled through June 30, 2024 (products will be delivered approximately every three (3) months for one (1) year).

## **6. Prizes:**

ONE (1) GRAND PRIZE: Winner will receive one (1) Dunkaroos branded basketball; one (1) Dunkaroos branded basketball jersey\*; and one (1) year of Dunkaroos (awarded as fifty-two (52) total products, thirteen (13) products every three (3) months, product schedule determined by Sponsor in its sole discretion). Approximate Retail Value (“ARV”): \$586.16.

TEN (10) FIRST PRIZES: Each winner will receive one (1) Dunkaroos branded crew neck sweatshirt\*; one (1) Dunkaroos branded t-shirt\*; one (1) Dunkaroos branded Tumbler; one (1) Dunkaroos branded pair of sunglasses and one (1) multipack of Dunkaroos. ARV: \$76.00.

*\*Limited sized available in these designated prize components; Sponsor makes no guarantee that the requested sizes will be fulfilled.*

For All Prizes: 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 number of eligible entries received during the Promotion Period. Limit: one (1) prize per person. Total ARV of all prizes: \$1,346.16.

**7. Release:** By entering the Sweepstakes, each participant agrees to indemnify, defend, release and hold harmless the Promotion 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 Sweepstakes or resulting directly or indirectly, from your acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, 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 winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, statements, social media posts, 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 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 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 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. For clarity, any participant who has not yet reached the age of majority in the jurisdiction in which he/she resides (18, except AL and NE, 19, or MS, 21) (a "Minor") will need to obtain permission from his/her parent/authorized legal guardian ("Parent") in order to enter and if chosen as a winner, the Prize (as hereinafter defined) will be awarded in the name of his/her Parent. Winners are responsible for any applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with the prize receipt and/or use not specified herein as being provided.

**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 Sweepstakes; (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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 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. 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 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 30 days after your Demand is received. If the disagreement stated in the Demand is not resolved to your satisfaction within 30 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 or 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 the Sponsor’s Privacy Policy, available at: <https://www.generalmills.com/en/Company/privacy-policies/privacy-policy-cookie-US-English>.

**13. Winner List:** For a winner list, please click [here](#). 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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