

TOTINO'S™ LOYALTY PROGRAM

PROGRAM TERMS AND CONDITIONS

UPDATED AS OF **JULY 18, 2017**

PLEASE READ CAREFULLY. By participating, you agree to the following terms (“Terms”) governing the Loyalty Program, including any changes that are made. The date above indicates the date of the most recent change in the Terms.

While Supplies last

The Totino's™ Loyalty Program (the “Program”) is sponsored by General Mills Sales, Inc., One General Mills Boulevard, Minneapolis, MN 55440 (“Sponsor”), and is administered by Prize Logic, LLC, 25200 Telegraph Road, Suite 405, Southfield, MI 48033 (“Administrator”). Individuals may participate in a variety of ways. Individuals can participate in “Activities” (defined below) by interacting with General Mills, its products, customers, and partners. The Administrator’s computer is the Program’s official clock. “Activities” may include opportunities to receive discounts or other promotional items, or the opportunity to participate in sweepstakes, contests, or other events.

- 1. PROGRAM PERIOD:** The Program period begins November 22, 2016 at 12:00 PM Eastern Time (“ET”) and ends December 31, 2018 at 11:59:59 PM ET (“Program Period”). Sponsor reserves the right to shorten, extend, suspend, modify or cancel the Program or any Phase, at its sole discretion at any time. Any changes may be reflected in an amendment to these Official Terms and Conditions and on the Program Website. Sponsor may terminate or extend this Program at any time without prior notice in its sole and absolute discretion.
- 2. ELIGIBILITY:** The Program is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years of age or older and located in the United States or District of Columbia at the time of participation. Employees, officers, directors, representatives, and agents of Sponsor, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Program Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to participate. Void outside the United States and District of Columbia and where prohibited or restricted by law. Subject to all applicable federal, state, and local laws and regulations.

Participation constitutes participant’s full and unconditional agreement to these Official Terms and Conditions and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Program.

- 3. HOW TO PARTICIPATE IN ACTIVITIES:** In order to participate in any Activities, an eligible participant must first visit www.ilovetotinos.com (the “Website”), enter his/her valid email address and follow the links and instructions to complete the registration form. Participants must also opt-in to receive emails containing special offers, promotions, and coupons for Totino's™ products from Sponsor and affirm that he/she has read and agrees to be bound by these Official Terms and Conditions.

Once an eligible participant registers and remains registered to participate, eligible participants may participate in those Activities that Sponsor may choose to offer. These Activities will be communicated via the emails described above, the Website, and/or through other means.

A. TOTINO’S™ BEST BUDS CLUB PUNCH CARD OFFER

- i. **Punch Card Offer Period:** The “Punch Card Offer” begins at or about 12:00 PM on April 4, 2017 and ends at 11:59:59 PM ET on January 15, 2018 but is only available while supplies last (“Punch Card Offer Period”). The Administrator’s computer is the Punch Card Offer official clock.
- ii. **How To Participate:** During the Punch Card Offer Period, an eligible participant must purchase either Totino’s™ Pizza Rolls™, Totino’s™ Party Pizza, Totino’s™ Pizza Sticks or Totino’s™ Stuffed Nachos (each a “Qualifying Purchase”). Participants must then visit the Website and follow the links and instructions to either log-in to the Website (if participant has already registered) or register for the Program by entering the information requested and agree to the Terms and Conditions.

Upon logging-in or registering and agreeing to the Terms and Conditions, participants must follow the links and instructions to upload a photograph of the original register receipt showing his/her Qualifying Purchase(s). Participants will have two (2) virtual punch cards (each a “Punch Card”) to collect punches (each a “Punch”), one (1) Punch Card for Pizza Rolls, Pizza Sticks, Stuffed Nachos purchases and one (1) Punch Card for Party Pizza purchases. Participants will receive one (1) free Punch for his/her Pizza Roll, Pizza Sticks and Stuffed Nachos Punch Card and two (2) free Punches for his/her Party Pizza Punch Card upon registering or logging-in. Upon verification of Qualifying Purchase receipt, participant will receive either one (1), two (2), three (3), or four (4) Punches to his/her respective virtual Punch Card depending on the Qualifying Purchase made (see chart below for number of Punches awarded for each Qualifying Purchase). Limit: No more than three (3) receipts can be submitted per calendar day. There is no limit as to the number of Qualifying Purchases that can be made per day or that can appear on a receipt.

Prior to submitting the original Qualifying Purchase receipt, it is strongly recommended that participants print and maintain the original or a photocopy for themselves of all materials submitted. PARTICIPANTS WILL NOT RECEIVE ANY REWARD OR PUNCH TO HIS/HER PUNCHCARD FROM ANY STORE EMPLOYEE.

Qualifying Purchase	Number of Punches
TOTINOS PIZZA STICKS 10CT	2
TOTINOS PIZZA STICKS 6CT	2
TOTINOS STUFFED NACHOS 34CT	2
TOTINOS STUFFED NACHOS 52CT	3
TOTINOS SNACKS 120CT	2
TOTINOS SNACKS 140CT	2
TOTINOS SNACKS-15CT	1
TOTINOS SNACKS-90CT	2

TOTINOS PARTY PIZZA	1
TOTINOS PIZZA 4PK	4
TOTINOS SNACKS 20CT	1
TOTINOS SNACKS 36-40CT	1

- iii. **How To Redeem:** Once a participant has collected four (4) Punches on his/her Pizza Rolls, Pizza Sticks, Stuffed Nachos Punch Card or ten (10) Punches on his/her Party Pizza Punch Card, participant will be able to redeem a reward("Reward") available on the Website (while supplies last):

Rewards	Quantity Available	Approximate Retail Value ("ARV")
\$5 Music Download Digital Gift Card	500	\$5
\$5 Amazon Digital Gift Card	500	\$5
\$3.99 Vudu Digital Gift Card	100	\$3.99
\$10 Xbox Live Gift Card	500	\$10

The types and quantities of Rewards are subject to availability, and Sponsor reserves the right, at its sole discretion, to change the Rewards at any time throughout the Punch Card Offer Period. Any changes to the Rewards available will be posted on the Website. Once eligibility has been confirmed, the Sponsor or Sponsor's designee will send the one (1) Reward selected, subject to availability, to the email address or physical address (no P.O. Boxes) provided when registering for the Program. Each Request is subject to review and approval by Sponsor at its sole discretion.

Limited quantities of each Reward are available. No more than one thousand six hundred (1,600) Rewards are available in this Offer and Rewards are subject to change. Please allow 4 to 6 weeks after the redemption is approved for fulfillment of a Reward. Digital Rewards will be sent to the email address provided upon registration and the Xbox Gift Card will be mailed to the physical address provided upon registration (P.O. Boxes not allowed). The Program Entities shall not be held responsible for any delays in shipping a Reward for any reason or for lost or damaged Rewards. If any Reward is returned as undeliverable, item(s) will be forfeited. The right to receive a Reward is non-assignable, non-transferable, and no Reward substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a Reward of equal or greater value in case of unavailability of a Reward, or force majeure. All other costs and expenses not expressly set forth herein shall be solely the Reward recipient's responsibility. Each Reward is provided "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. Participants hereby acknowledge that the Sponsor has not made, and is not in any manner responsible or liable for, any warranty, representation, or guarantee, expressed or implied, in fact or in law, relating to this Offer or any Reward, in whole or in part.

Amazon Digital Gift Cards: The use of an Amazon.com Gift Card is subject to the terms and conditions set forth thereon which shall govern the use of the gift card. Use of the gift card constitutes the user's acceptance of the terms and conditions.

Gift cards will not be redeemed or exchanged for cash, except where required by law. Gift cards will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. Amazon, Amazon.com and the Amazon.com logo are registered trademarks of Amazon.com, Inc., or its affiliates. Amazon.com, Inc., is not a sponsor of this Promotion and is not associated in any way with the administration of the Promotion. VUDU Digital Gift Cards: VUDU enabled device and account required for digital viewing. Must redeem by 3/30/18. Credits must be used within 90 days from redemption. Offers are non-transferable. Movies are only available in the US and customers must be 18 years of age or older to open a Vudu account.

4. **RULES AND DETAILS FOR SPECIFIC ACTIVITIES:** Specific rules and details for each Activity will be posted as appropriate on the Website and/or in other relevant locations, including but not limited to, within these Terms. For Activities involving coupons, the following terms and conditions will apply to each coupon except to the extent contrary terms are posted by Sponsor: **Coupons expire thirty (30) days after coupon is issued to participant.** Coupons are subject to terms and conditions listed on the Coupon. Coupons are subject to verification at Sponsor's sole discretion. Sponsor reserves the right to substitute a Coupon of equal or greater value in case of unavailability of the Coupon or force majeure. Coupons are non-transferable and may not be bought, bartered or sold. Coupons are void and will be rejected if not obtained in accordance with these Official Terms and Conditions or if any part of a Coupon is mutilated, counterfeited, forged or tampered with in any way. If a Coupon contains printing, typographical, mechanical, or other errors, Sponsor's sole liability is limited to replacement with another Coupon, while supplies last.
5. **MODIFICATIONS AND TERMINATION OF THE PROGRAM:** Sponsor reserves the right to modify any of the Official Terms and Conditions or Program details set forth herein, including, but not limited to, the duration of the Program Period and method by which participants may participate, at any time, with or without notice, which may be in the form of email, site updates, or the like, even though these changes may affect participant's ability to participate in Activities. Participants are responsible for remaining knowledgeable of any changes to these Official Terms and Conditions that Sponsor may make. The most current version of these Official Terms and Conditions, which will indicate the date they were last updated, will be available on the Website and will supersede all previous versions of these Official Terms and Conditions.
6. **GENERAL PROGRAM RULES:** Prizes and other rewards with cash value may be available through the Program, through Activities or otherwise. Some rewards have no cash value and are only benefits of participation in the Program.

The Sponsor reserves the right to discontinue the participation privileges of any participant who engages in any fraudulent or unsportsmanlike activity or uses the Program in a manner inconsistent with these Official Terms and Conditions, rules, Terms of Use or any federal, state or local laws, statutes or ordinances. Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution as it deems necessary in its sole discretion. Sponsor reserves the right to rescind any points, rewards and/or prizes that have not been redeemed or utilized, even if they have been credited to a participant, which are obtained as result of fraudulent or unsportsmanlike activity or technical failures of any kind. Points, rewards, and/or prizes that have not yet been redeemed or utilized are not the property of the participant and may be revoked at any time by Sponsor and/or its partners and

they may not be transferred or assigned, except as specifically permitted by Sponsor from time to time.

All questions or disputes regarding eligibility for the Program, collection or redemption of rewards, and/or prizes and/or points or a participant's compliance with these Official Terms and Conditions will be resolved by the Sponsor in its sole discretion. Members are responsible for the payment of all applicable federal, state, or local taxes, if any, as well as any other costs and expenses not specified herein which may result from any rewards or prizes received as part of the Program.

Sponsor may prohibit an entrant from participating in the Program or receiving rewards, and/or prizes, and/or points if, in its sole discretion, it determines that such entrant is attempting to undermine the legitimate operation of the Program by cheating, hacking, deception, use of robotic, automatic, macro, programmed, third party or like methods or other unfair practices or intending to annoy, abuse, or threaten any other entrants or Sponsor representatives. In the event of a dispute regarding activities received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of the submitted activity will be deemed to be the participant and must comply with these Official Terms and Conditions. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. CAUTION -- ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 7. LIMITATIONS OF LIABILITY:** By participating in this Program, participants agree that the Program Entities 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 ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Program; (vii) any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Program and/or receiving a Reward; and (viii) requests that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with these Official Terms and Conditions. Further, the Program 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 that may divert any notification or other Program related e-mail to a spam or junk folder.

By participating in the Program, each participant agrees: (i) to be bound by these Official Terms and Conditions; (ii) to waive any rights to claim ambiguity with respect to these Official

Terms and Conditions; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Program; and (iv) to forever and irrevocably agree to 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 Program, including, but not limited to, any Program-related activity or element thereof, participation or inability to participate in the Program; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Reward (or any component thereof); (d) any change in the available Coupons (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed Coupons (or any element thereof); or (h) the negligence or willful misconduct by participant.

If, for any reason, the Program is not capable of running as planned, or the integrity and or feasibility of the Program is severely undermined by any event beyond the control of Sponsor, 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 (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole and absolute discretion, to abbreviate, cancel, terminate, modify or suspend the Program and/or proceed with the Program, in a manner it deems fair and reasonable. In the event of cancellation, Sponsor will honor requests received up to the time of such cancellation, while supplies last. If Sponsor, in its discretion, elects to alter this Program as a result of a Force Majeure event, a notice will be posted at the Website.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROGRAM, INCLUDING THE COUPONS, IS 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.

- 8. DISPUTES: EXCEPT WHERE PROHIBITED, YOU AGREE THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS PROGRAMS OR ANY REWARD 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 PROGRAM, 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. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL TERMS AND CONDITIONS, OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR IN CONNECTION WITH THE**

PROGRAM, SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES (WHETHER OF THE STATE OF NEW YORK OR ANY OTHER JURISDICTION), WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

9. PRIVACY POLICY: See Sponsor's Privacy Policy as stated at <http://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>.

10. GENERAL CONDITIONS: You hereby waive any right to claim ambiguity in these Official Terms and Conditions. All federal, state and local laws and regulations apply. Duplicate or non-conforming requests will not be honored or returned. Program is not available to newsletters, clubs, organizations or groups. . All registrations and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Program details contained in these Official Terms and Conditions and Program details contained in program materials (including but not limited to point of sale, television, and print advertising, promotional packaging, and other promotion media), the details of the Program as set forth in these Official Terms and Conditions posted on the Program Website shall prevail.

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