

## **Totino's Best Buds Club Program Terms and Conditions**

**Last Updated: November 14, 2018**

**PLEASE READ CAREFULLY.** By using this Website, you agree to the following terms and conditions governing the Totino's Best Buds Club Program, including any changes that are made (the "Terms"). The date above indicates the most recent change in Terms.

### **A. Overview of the Totino's Best Buds Club Program**

Totino's Best Buds Club (the "Program") is a loyalty program sponsored by General Mills Sales, Inc. ("Sponsor") through which individuals ("Participants" or, individually, the "Participant") can earn points ("Points") by purchasing Totino's products. Registered Participants can then visit [www.ilovetotinos.com](http://www.ilovetotinos.com) (the "Website") and upload receipts from purchases to earn Points. Once they have accumulated Points, Participants may redeem their Points for various items of value ("Rewards") found in the catalog ("Rewards Catalog"), which is posted and, from time to time, updated in the Program Website.

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

**Administrator:** HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

### **B. Participation in the Program**

1. The Program is only open 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. Internet access is required to participate in the Program. The Program is void outside of the United States and District of Columbia and where prohibited or restricted by law. Employees, officers, directors, representatives, and agents of General Mills Sales, Inc., HelloWorld, Inc., and their respective parent and affiliate companies, subsidiaries, advertising and promotion agencies, and suppliers (collectively, the "Program Entities"), as well as the immediate family (spouse, parents, siblings and children, and their respective spouses and the "steps" of each, regardless of where they reside) and household members of each Program Entity are not eligible to participate in the Program. Corporations or other entities or organizations of any kind are not eligible for the Program.

2. Participation in the Program constitutes each Participant's full and unconditional agreement to these Terms, and representation that Participant meets the eligibility requirements set out in these Terms. Those who do not comply with these Terms are prohibited from participating in the Program.

3. Except for deactivation of inactive Accounts and expiration and forfeiture of Points, Points shall be maintained in the Participant's Account until they are redeemed for a Reward or until they expire. All unredeemed Points shall automatically expire at the end of the Program Period (as defined in Section C.1). No extensions, cash refunds or other exchanges will be allowed for expired Points. Any Points remaining in a Participant's Account following the expiration period will be forfeited without compensation. The Points have no cash value and are only redeemable for Rewards offered via the Program.

4. Neither Sponsor nor Administrator are responsible for updates to Participants' email addresses or other profile data (please note that communications and Rewards will be sent to the address contained in Participants' profiles, and it is each Participants' responsibility to update as needed).

Information collected from Participants in connection with the Program shall be subject to Sponsor's Privacy Policy located at <http://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>.

### **C. Program Period and Modification and Termination of the Program**

1. The Program begins at 10:00 a.m. Eastern Time ("ET") on January 24, 2018 and is scheduled to end at 11:59 p.m. ET on January 23, 2019 (the "Program Period"). For purposes of this Program a "day" shall be 12:00 a.m. ET through 11:59 p.m. ET, except the first day which begins at 10:00 a.m. ET and ends at 11:59 p.m. ET and a "month" shall begin the first calendar day of the month and end on the last calendar day of the month, except the first month which begins on January 24, 2018 and ends on January 31, 2018 and the last month which begins on January 1, 2019 and ends on January 23, 2019.

2. Sponsor reserves the right, in its sole discretion, to shorten, extend, suspend, modify, or cancel the Program and/or to modify these Terms, including but not limited to modifying the 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 a Participant's ability to use accumulated Points. Participants are responsible for remaining knowledgeable of any changes to these Terms that Sponsor may make. If Program is terminated for any reason, in Sponsor's sole discretion, all accumulated Points in Participants' Accounts will expire. Sponsor will make reasonable efforts to provide notice to Participants of changes to the Program prior to implementation.

3. Participants should be sure to check the "Last Updated" date at the beginning of these Terms. The Last Updated version will supersede all previous versions of these Terms. A Participant's continued participation in the Program after these Terms have been updated constitutes his or her acceptance of any changes to these Terms.

**D. Registration and Earning Points**

1. **Registration.** Each Participant must have registered and created an account ("Account") prior to November 14, 2018 at 10:59 a.m. ET. Each Participant will accrue his/her Points within their Account and will be entitled to access Account information. Only one (1) Account per Participant. The person who is the authorized email account holder of the email address indicated when registered (and who otherwise meets the eligibility criteria) will be deemed the Participant and must comply with these Terms. The number of Points collected by such Participant will be recorded and tracked in the Participant's Account.

2. **Earning Points by Making Purchases.** During the Program Period, Participant can visit a participating retailer and purchase at least one (1) qualifying product. He/she must be sure to keep the receipt and take a photo of the entire receipt. The photo containing the receipt must be clear and legible, include the retailer name, purchase date and time, participating product(s) you purchased, as well as the purchase price(s) and receipt total. Then, during the Program Period, Participant must visit the Website and follow the links and instructions to upload the receipt. Please note that the product purchase date must be within twenty-eight (28) days of receipt upload for the purchase to be considered eligible. Participant will receive one (1) Point for every \$0.01 spent on qualifying product purchases upon validation of purchase. See the table below for a full list of participating products. Limit: Each Participant may receive up to ten thousand (10,000) Points per month.

**Qualifying products:**

UPC	Product
4280048473	TOTINO'S PIZZA ROLLS COMBINATION 130CT
4280040255	TOTINO'S PIZZA ROLLS PEPPERONI 130CT
4280049631	TOTINO'S PIZZA STICKS COMBINATION 10CT
4280047716	TOTINO'S PIZZA STICKS PEPPERONI 10CT
4280049629	TOTINO'S PIZZA STICKS COMBINATION 6CT
4280047719	TOTINO'S PIZZA STICKS PEPPERONI 6CT
4280049589	TOTINO'S STUFFED NACHOS CHEESY CHICKEN 34CT

4280047724	TOTINO'S STUFFED NACHOS QUESO 34CT
4280047725	TOTINO'S STUFFED NACHOS SUPREME 34CT
4280049588	TOTINO'S STUFFED NACHOS CHSY CHCKN 52CT
4280047722	TOTINO'S STUFFED NACHOS QUESO 52CT
4280047723	TOTINO'S STUFFED NACHOS SUPREME 52CT
4280002693	TOTINO'S PIZZA ROLLS COMBO 120CT
4280002692	TOTINO'S PIZZA ROLLS PEPPERONI 120CT
4280044843	TOTINO'S PIZZA ROLLS TRIPLE MEAT 120CT
4280049181	TOTINO'S PIZZA ROLLS CHEESE 140CT
4280049485	TOTINO'S PIZZA ROLLS COMBINATION 140CT
4280049179	TOTINO'S PIZZA ROLLS PEPPERONI 140CT
4280000586	TOTINO'S PIZZA ROLL COMBO 15CT
4280000597	TOTINO'S PIZZA ROLL SUPREME 15CT
4280000580	TOTINO'S PIZZA ROLLS CHEESE 15CT
4280000583	TOTINO'S PIZZA ROLLS PEPPERONI 15CT
4280000588	TOTINO'S PIZZA ROLLS TRIPLE MEAT 15CT
4280000386	TOTINO'S PIZZA ROLLS COMBO 90CT
4280000380	TOTINO'S PIZZA ROLLS CHEESE 90CT
4280049576	TOTINO'S PIZZA ROLLS MAC CHS BCN 90CT
4280000382	TOTINO'S PIZZA ROLLS PEPPERONI 90CT
4280072168	TOTINO'S PIZZA ROLLS TRIPLE MEAT 90CT
4280047491	TOTINO'S PARTY PIZZA BACON PEPPERONI
4280011500	TOTINO'S PARTY PIZZA CANADIAN BCN GRND PORK
4280011300	TOTINO'S PARTY PIZZA CHEESE
4280047645	TOTINO'S PARTY PIZZA CLASSIC PEPPERONI
4280011600	TOTINO'S PARTY PIZZA COMBINATION
4280011200	TOTINO'S PARTY PIZZA HAMBURGER
4280045678	TOTINO'S PARTY PIZZA LIMITED EDITION
4280011400	TOTINO'S PARTY PIZZA PEPPERONI
4280011100	TOTINO'S PARTY PIZZA SAUSAGE
4280010700	TOTINO'S PARTY PIZZA SUPREME
4280011520	TOTINO'S PARTY PIZZA TRIPLE CHEESE
4280010800	TOTINO'S PARTY PIZZA TRIPLE MEAT
4280072157	TOTINO'S PARTY PIZZA TRIPLE PEPPERONI
4280048591	TOTINO'S PARTY PIZZA COMBINATION 4PK
4280043589	TOTINO'S PARTY PIZZA PACK PEPPERONI 4PK
4280048589	TOTINO'S PARTY PIZZA PACK TRIPLE CHEESE 4PK
4280049641	TOTINO'S PARTY PIZZA SUPREME 4PK
4280047506	TOTINO'S PARTY PIZZA TRIPLE MEAT 4PK
4280043799	TOTINO'S PIZZA ROLLS COMBINATION 20CT
4280043798	TOTINO'S PIZZA ROLLS PEPPERONI 20CT

4280041752	TOTINO'S PIZZA ROLLS BACON PEPPERONI 40CT
4280040224	TOTINO'S PIZZA ROLLS CHEDDAR BLASTED CRUST PEPPERONI 52CT
4280000880	TOTINO'S PIZZA ROLLS CHEESE 40CT
4280000886	TOTINO'S PIZZA ROLLS COMBO 40CT
4280049577	TOTINO'S PIZZA ROLLS MAC CHS BCN 40CT
4280000883	TOTINO'S PIZZA ROLLS PEPPERONI 40CT
4280040221	TOTINO'S PIZZA ROLLS RANCH BLASTED PEPPERONI
4280000881	TOTINO'S PIZZA ROLLS SAUSAGE 40CT
4280000897	TOTINO'S PIZZA ROLLS SUPREME 40CT
4280071821	TOTINO'S PIZZA ROLLS TRIPLE CHEESE 40CT
4280000888	TOTINO'S PIZZA ROLLS TRIPLE MEAT 40CT
4280072172	TOTINO'S PIZZA ROLLS TRIPLE PEPPERONI 40CT
42800109576	TOTINO'S PIZZA ROLLS MINI SNACK BITES PEPPERONI 125 CT
42800109569	TOTINO'S PIZZA ROLLS MINI SNACK BITES COMBINATION 125 CT

**3.** Sponsor will attempt to credit Participants' Accounts with Points on a timely basis. However, each Participant shall have the responsibility of ensuring that his/her Points are properly credited. If a Participant believes that Points were not properly accrued to his/her Account, the Participant must notify Sponsor by using the FAQ form located on the Website. Any claim for Points not credited accurately must be received within 5 business days, or the disputed Points shall no longer be valid.

**4.** Sponsor reserves the right to remove Points from a Participant's Account if it determines that such Points were improperly credited to the Participant's Account or were obtained fraudulently. Validated Points deposited into a Participant's Account that are subsequently determined to be invalid for any reason are subject to disqualification and will be removed from the Participant's Account.

**5.** Sponsor reserves the right to require proof of Points earned. Sponsor's decisions regarding the awarding of Points are final and binding.

**6.** Sponsor reserves the right to change the qualifying products and/or the number of Points awarded for purchases at any time during the Program. Sponsor further reserves the right to change, add or remove the methods by which Participants can earn Points.

**7.** Points have no monetary value outside of the Program. Points do not constitute property, do not entitle a Participant a vested right or interest and have no cash value. As such, Points are not redeemable for cash, transferable or assignable for any reason, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law. The sale of Points is strictly prohibited. Any Points remaining in a Participant's Account at the end of the Program Period will be forfeited without compensation. There shall be no carry over or transfer of Points to other Sponsor programs, or extensions of the Program beyond the Program Period, unless otherwise determined by Sponsor in its sole and absolute discretion.

**8.** Participants may not transfer or sell eligible receipts under any circumstance. Any such behavior and/or any attempt to transfer Points will result in disqualification from the Program and all associated Points may be void. Sponsor reserves the right to take any lawful action it deems appropriate in its sole discretion in the event that Sponsor believes that a Participant has violated any of the Terms of the Program.

**9.** Once a Participant uploads a receipt, the validation of the receipt and the potential Points earned will be subject to verification. Participants who upload a receipt should expect Points to be deposited into their Accounts within three (3) business days. Receipts will be considered invalid if they are illegible, obtained

through illegitimate means, unauthorized channels or otherwise not obtained in accordance with these Terms, as determined by Sponsor in its sole and absolute discretion.

**10.** Participants must save their receipts for at least ninety (90) days from the date Participant uploads the receipt, as it may be necessary to submit it later for verification. Sponsor reserves the right to request proof including, but not limited to, product packaging to show that the product was obtained by Participant in compliance with these Terms. In its sole discretion, Sponsor reserves the right to reverse Points previously credited to a Participant's Account if, upon Sponsor request, receipts cannot be verified to Sponsor's satisfaction. Sponsor's decisions regarding the awarding of Points are final and binding.

**11.** If a Participant does not log in to the Website for three hundred sixty-five (365) days, his/her Account will deactivate and his/her Points will expire.

#### **E. Redeeming Points for Rewards**

**1.** A Participant may visit the Website to view and redeem Points for items from the Rewards Catalog.

**2.** Points can be used immediately upon deposit into a Participant's Account, or they may be saved for redemption at a later date. All Points must be redeemed by January 23, 2019.

**3.** Sponsor reserves the right to modify the list of items available in the Rewards Catalog, as well as their corresponding Point values, at any time for any reason.

**4.** The total number of Points a Participant can use to redeem an item is the number of Points he or she has available in his/her Account. Items are available while supplies last.

**5.** All redemptions for items from the Rewards Catalog are final and the Points will be deducted immediately from Participant's Account.

**6.** Physical Reward items will be delivered within 8 - 12 weeks from time the Points are redeemed to the residential address listed in the Participant's Account. Digital Reward items will be delivered by email. It is the responsibility of the Participant to be sure all contact information in his/her Account is current. Sponsor is not responsible for Rewards sent to non-current addresses, and any such Rewards will not be replaced. Physical Reward items cannot be shipped to P.O. Boxes.

**7.** Participants are responsible for all costs and expenses associated with use of any Reward not stated in the Reward Catalog as being provided. Rewards are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Participants may not substitute, assign or transfer a Reward or redeem a Reward for cash. All Reward details are at Sponsor's sole discretion.

**8.** No refunds will be provided on any Reward item. If for any reason a Reward item is received damaged, becomes unavailable, or cannot be fulfilled, Sponsor, in its sole discretion, will replace the Reward item with one of equal or greater value.

**9.** Gift cards, coupons and certain other types of Reward items may have additional terms and restrictions, of which Participants are responsible for making themselves aware. Additionally, gift cards and coupons should be treated by Participants like cash, and will not be replaced by Sponsor if they are lost or stolen. Participants are responsible for paying all costs and expenses that might be reasonably incurred by the Participant in receiving or using Reward items that are not specifically included with the Reward, including but not limited to taxes, non-use fees or other expenses.

#### **F. General Terms and Conditions**

**1.** Sponsor reserves the right to suspend or discontinue the eligibility of any person who uses or is suspected of using the Program in a manner inconsistent with these Terms or any federal or state laws,

statutes or ordinances. In addition to suspension or discontinuance of Program eligibility, Sponsor shall have the right to take appropriate administrative and/or legal action against such persons.

2. Any attempt by a person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor may seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Terms shall not constitute a waiver of this, or any other provision.

3. All questions or disputes regarding eligibility for the Program, the availability of Rewards or a Participant's compliance with these Terms will be resolved by Sponsor in its sole discretion. By participating, Participants agree that all decisions made by Sponsor or its designated agents regarding the Program, Rewards or Participant's eligibility are final.

4. Neither Sponsor nor Administrator are responsible for any incorrect or inaccurate information supplied by Participants for the Program.

5. Participants are responsible for the payment of all taxes which may result from participation in the Program.

6. Participants are responsible for maintaining updated contact information on the Website.

7. The Program is subject to all applicable federal, state and local laws and regulations.

8. The Sponsor is not responsible for lost, late, incomplete, stolen, misdirected, postage due, undeliverable, or illegible mail or email.

#### **G. Limitation of Liability**

1. Administrator, Sponsor, and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, and promotional, public relations, fulfillment and advertising agencies are not responsible for: (i) any printing or computer error, omission, interruption, irregularity, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alteration of Program materials; (ii) technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of Program information due to technical problems or traffic congestion on the internet, at any Website or any combination thereof; (iii) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; and (iv) 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 (v) any undelivered emails, including, without limitation, emails that are not received because of a participant's privacy or spam filter settings that may divert any notification or other Program-related emails to a spam or junk folder. In the event that online access is temporarily corrupted and suspended, notice of such will be provided at the Website and Participants will be advised to hold Codes until such time that the Program, as originally intended, may be resumed, as determined by Sponsor in its sole discretion.

2. By participating in the Program, each Participant agrees to be bound to these Terms and accepts all responsibility for, and hereby releases and agrees to indemnify and hold harmless the Program Entities from and against any claims, lawsuits, judgments, causes of action, proceedings, demands fines, penalties, liabilities, damages or expenses that may arise from actions taken by such Participant and/or Participant's participation in the Program, or for any harm or injury caused by any third party.

3. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE PROGRAM ENTITIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF PARTICIPATION IN THE PROGRAM OR ANY PURCHASED OR REDEEMED ITEM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF

INCIDENTAL OR CONSEQUENTIAL DAMAGES, THEREFORE SUCH EXCLUSIONS MAY NOT APPLY TO YOU. IF ADMINISTRATOR IMPROPERLY DENIES A PARTICIPANT ANY REDEEMED ITEM, LIABILITY WILL BE LIMITED TO THE EQUIVALENT FAIR MARKET VALUE OF ITEM. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

**4.** The Program Entities are not responsible for any products or services offered on the Website. TO THE FULLEST EXTENT ALLOWABLE BY LAW, ADMINISTRATOR AND SPONSOR SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES SOLD THROUGH THE PROGRAM. Those include any implied warranty of merchantability or fitness for a particular purpose and implied warranties arising from course of dealing or course of performance. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**5.** As a condition of participating in the Program, Participant agrees that, except where prohibited, any and all disputes, claims and causes of action arising out of, or connected with, the Program or any item purchased therein shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, Participant's rights and obligations, or the rights and obligations of Administrator or Sponsor in connection with the Program, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

**6.** If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

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