

**Motts Book Exchange**  
**TERMS AND CONDITIONS**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND PARTICIPANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**1. Eligibility:** Motts Book Exchange (the “**Program**”) is open only to individuals who are legal residents and physically located in one (1) of the fifty (50) United States (including D.C.), eighteen (18) years old or older at the date and time of receipt submission. Void where prohibited by law.

**2. Timing:** Program begins on September 1, 2023 at 12:00 a.m. Eastern Time (“**ET**”), ends on July 31, 2024 at 11:59 p.m. ET (the “**Program Period**”) and consists of two (2) phases (each a “**Phase**”) as set forth below.

<b>Phase</b>	<b>Start Date at 12:00 a.m. ET</b>	<b>End Date at 11:59 p.m. ET</b>
1 – Make a Qualifying Purchase	September 1, 2023	May 31, 2024
2 – Offer Redemption	September 1, 2023	July 31, 2024

Administrator’s computer is the official time-keeping device for the Program.

**3. How to Receive Offer:** During Phase 1, purchase at least one (1) box of Motts fruit snacks at any participating retail store location or online (each a “**Qualifying Purchase**”). See Appendix A for the complete list of qualifying products. **Be sure to keep your receipt(s).** Take a photo of your entire receipt. The image must be clear and legible and include the purchase date and timestamp of your receipt, show the Qualifying Purchase(s), including the price of the Qualifying Purchase(s) as well as the total amount of money spent on the receipt. Then, during Phase 2, visit [www.MottsStories.com](http://www.MottsStories.com) (the “**Website**”), complete and submit the registration form by providing a valid home address (**P.O. Boxes are not permitted**) and upload the image of your receipt. Each receipt may only be used once. Once the receipt is validated, follow the instructions to select one (1) of the available book options for each Qualifying Purchase (English, Spanish, or Bilingual), while supplies last\* (“**Gift With Purchase**” or “**Offer**”). **Up to sixteen (16) Offers may be validated per valid receipt.** The approximate retail value of the Offer: up to \$18.99.

**\*PLEASE NOTE:** You may be able to select a “sold out” book that appears to be still available. In this instance, Sponsor will award an alternative Offer, in its sole discretion.

**Limit:** Each participant may receive up to sixteen (16) Offers during the Program with a maximum of sixteen (16) Offers per household. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than sixteen (16) Offers by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's Offer and that participant may be disqualified. Each Offer will be fulfilled no later than 8-10 weeks after Program conclusion.

**4. Sponsor:** General Mills Sales, Inc., One General Mills Blvd., Minneapolis, MN 55426.  
**Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**5. Release:** By participating in the Program, participant agrees to indemnify, defend and hold harmless the Sponsor, Administrator, and each of their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, and each of their respective parent companies, subsidiaries and 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 Program or from acceptance, possession, receipt or use or misuse of any Gift With Purchase or the Offer or while participating in, traveling to, and/or preparing for any Offer- or Gift With Purchase -related activity. Released Parties will have no liability whatsoever for any injuries, losses or damages of any kind resulting from acceptance, possession, use and/or misuse of participation in the Program. By participating in this Program, participants agree to be bound by these Program Terms and Conditions.

**6. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Terms and Conditions 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 Terms and Conditions; 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, uploads receipts by fraudulent means or is otherwise determined to be in violation of these Terms and Conditions in an attempt to obtain any Gift With Purchase will forfeit any Gift With Purchase and may be prosecuted to the full extent of the law. Any attempt by any person to deliberately undermine the legitimate operation of the Program 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 Terms and Conditions shall not constitute a waiver of that provision.

**7. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, including errors or typos in these Terms and Conditions or any Program-related communication or materials, whether caused by a Released Party or participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (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 registration or receipt upload process or the Program; (4) technical or human error which may occur in the administration of the Program or the processing of receipts; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Offer.

**8. 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 Program or the Program Terms and Conditions, 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 Program, the Program Terms and Conditions or the Released Parties actions or omissions, 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 Program Terms and Conditions. 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 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within

10 business 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 and 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 Program Terms and Conditions, 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 Program Terms and Conditions, or the rights and obligations of the participant, Administrator, and Sponsor in connection with the Program, 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 Program and suspension, revocation, closure, modification, or amendments to the Program Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Program.

**9. Participant's Personal Information:** Information collected from participation is subject to Sponsor's Privacy Policy <http://www.generalmills.com/en/Company/privacy-policies/privacy-policy-US>.

**10. Changes to Terms:** Our Program Terms and Conditions may be modified and/or we may cease offering the Program at any time. YOU AGREE THAT WE MAY NOTIFY YOU OF OTHER TERMS BY POSTING THEM (OR IN ANY OTHER REASONABLE MANNER OF NOTICE WHICH WE ELECT), AND THAT YOUR PARTICIPATION IN THE PROGRAM AFTER SUCH NOTICE CONSTITUTES YOUR AGREEMENT TO THE NEW TERMS.

**11. 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 Gift With Purchase, 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 Program Terms

and Conditions will not affect the validity or enforceability of any other provision. In the event that any provision of the Program Terms and Conditions 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 Program Terms and Conditions will not constitute a waiver of that provision. For participants, to the extent there is a conflict between these Program Terms and Conditions and any terms of use or other agreement posted on the website, these Program Terms and Conditions control.

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## Appendix A

UPC	BPC#	Brand	Flavor	Size	Count
1600044262	49419000	Motts	Assorted Fruit	Core	10
1600018001	18001000	Motts	Fruit Animals	Core	10
1600049432	49432000	Motts	Assorted Fruit	Value	22
1600049434	49434000	Motts	Assorted Fruit/Berry	Value	22
1600048764	48764000	Motts	Assorted Fruit	Family	40
1600017999	17999000	Motts	Fruit Animals	Family	40
1600018003	18003000	Motts	Berry	Family	40
1600020086	20086000	Motts	Apple Orchard	Family	40
1600020087	20087000	Motts	Apple Orchard	Value	22
1600047727	47727000	Motts	Assorted Fruit	Club	90