

H-E-B Text to Help Feed Texas Campaign

TERMS AND CONDITIONS

Message and data rates may apply. By participating via text-messaging, you will receive up to two (2) text messages in response to your text from an automated system. Text STOP to 35350 to opt out. Text HELP to 35350 for information. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

1. Who can Text: H-E-B Text to Help Feed Texas Campaign (the "Program") is available to individuals who are eighteen (18) years old or older at the time of text. Void where prohibited by law. Program is not open to residents of AL, IL, MA, MS, HI, and SC.

2. Timing: Program begins on February 1, 2017 at 12:00 a.m. Central Time ("CT") and ends on March 1, 2017 at 11:59 p.m. CT or when the maximum donation amount of \$90,909 has been met, whichever comes first (the "Program Period"). Sponsor's computer is the official time-keeping device for the Program.

3. Send Text Message: During the Program Period, using a two-way text-messaging capable device ("Device"), text the keyword "TEXAS" to 35350. You will then receive one (1) text reply which will confirm receipt and ask for your zip code so that the donation may be made on behalf of your local food bank. If you do not respond with your zip code via text, your donation will be made to a Feeding America® Member Food Bank within the state of Texas. If you respond via text with your zip code, you will receive one (1) text reply confirming receipt of your zip code. If you text a misspelled word, a nonexistent zip code or an ineligible zip code, you will receive an error reply via text. For each code received by text message during the Program Period, General Mills will donate 45 cents to either your local food bank or a Feeding America® Member Food Bank within the state of Texas – enough to secure five (5) meals on behalf of local food banks. Maximum total donation from General Mills to Feeding America in conjunction with this Program is up to \$90,909. The Program is free (the donation comes from Sponsor), but **message and data rates may apply** from your carrier. Check your mobile plan and contact your mobile carrier for details. You are responsible for obtaining and maintaining all mobile devices and other equipment and software, and all internet service provider, mobile service, and other services needed to access and participate in the Program, and you are solely responsible for all charges related to them, including charges from your mobile carrier.

Limit one (1) keyword sent via text per phone number. Multiple participants are not permitted to share the same phone number. The Program is only available to individuals of select carriers, with compatible handsets. By participating via text-messaging, you will receive up to two (2) text messages in response to your text from an automated system. Consent is not required to buy goods and services. Send questions to questions@helloworldfulfillment.com. Participating carriers include: AT&T Wireless (Cingular Blue), TMobile, AT&T (Cingular Orange), Verizon Wireless, Sprint, Nextel Communications, Alltel, Bell Mobility, Fido/Microcell Connexions, Manti Tel Nucla-Naturita Tel, Eagle Telephone System, Epic Touch, CTC Telecom, Mobi PCS, Duet IP, Farmers Mutual Telephone, All West Communications, Gold Star Communications, South Central Utah, UBET, Peoples Wireless, Pioneer Cellular, Mosaic, MTA, MobileNation_SI_Wireless, United Wireless, Appalachian Wireless, TELUS Mobility, Google Voice, Chariton Valley Wireless, DTC Wireless (Advantage Cellular Systems) Pine Cellular, Syringa Wireless, Rogers Cantel Inc, Rural Cellular Corp, US Cellular Corp, West Central Cellular, Dobson Cellular, NTELOS, Bluegrass Cellular, Centennial Cellular Corp, Sasktel Mobility, Telcel, Telefonica, Revol, Cox Wireless, AWCC (Allied Wireless Communication Services) - former Alltel, Aliant Telecom, Northern Telephone, Cincinnati Bell, Cellular South, MTS, Boost Mobile, Virgin Mobile Canada, Telebec, Carolina West Wireless, Cricket/Leap, Appalachian Wireless, Immix Wireless, Cellcom, Virgin Mobile USA, Cellular One of East Central Illinois, GCI/Alaska Digitel, Inland Cellular, Illinois Valley, Nex-Tech, United Wireless, Claro, Movistar, Nextel Communications, Personal. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy,

<http://consumercontacts.generalmills.com/ConsolidatedContact.aspx?page=http://www.generalmills.com&js=True>. To view the Administrator's Mobile Terms and Conditions <http://www.helloworld.com/terms>. Multiple individuals are not permitted to share the same Device with respect to this Program. Any attempt by any individual to participate more than one (1) time by using multiple/different Devices or identities or any other methods will void that individual's donation.

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

5. Release: Individuals who text in this Program agree to indemnify, defend, release and hold harmless Sponsor, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and offer suppliers, 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 claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program. 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 Terms and Conditions.

6. 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, the Terms and Conditions, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile 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 Terms and Conditions, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions), 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 Terms and Conditions or the Sponsor's and/or Administrator's Privacy Policy (including Mobile Terms and Conditions). You must send the Demand to the following address (the "Notice Address"): Legal Department, HelloWorld, 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-Related Disputes Supplementary Procedure effective September 15, 2005 (and 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 Terms and Conditions, or the Sponsor's and/or Administrator's Privacy Policy (including Mobile 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 Terms and Conditions, or the rights and obligations of the entrant, 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.

7. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL THE RELEASED PARTIES BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR PARTICIPATION IN THE PROGRAM, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE PROGRAM, FROM INABILITY TO PARTICIPATE IN THE PROGRAM, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE PROGRAM. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE PROGRAM OR ANY LINKS ON ANY WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE PROGRAM OR ANY LINKS ON ANY WEBSITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Personal Information: Information collected from participation in this Program is subject to Administrator's Privacy Policy <http://www.helloworld.com/privacy-policy> and Sponsor's Privacy Policy <http://www.generalmills.com/Company/privacy-policies/privacy-policy-US>.

9. Changes to Terms: Our 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.

10. General: No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions. 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, which shall otherwise remain in full force and effect. The Terms and Conditions constitute the entire agreement between you and the Released Parties and govern your participation in the Program, superseding any prior agreements between you and the Released Parties.

© 2017 HelloWorld, Inc. All rights reserved.

© 2017 General Mills. All rights reserved.