

## **Say Oui To The French Way Sweepstakes & Instant Win**

### **Official Rules**

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. MANY WILL ENTER, FEW WILL WIN.**

**1. Eligibility:** Say Oui To The French Way Sweepstakes & Instant Win (the "Promotion") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are twenty-one (21) years of age or older at the time of entry. Employees of General Mills Sales, Inc., General Mills, Inc., Merkle Inc., and their parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. 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 Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the "Sweepstakes") and an instant win game (the "Instant Win Game").

**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 Promotion, including the Sweepstakes and the Instant Win Game, begins on February 9, 2020 at 12:00 a.m. Eastern Time ("ET") and ends on April 4, 2020 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.

**4. How to Enter:** You will need a code ("Code") to participate in the Promotion. There are three (3) ways to obtain a Code and enter the Promotion, as outlined below:

- a. Purchase a Specially Marked Package of Oui by Yoplait:** During the Promotion Period, visit a participating retail location and purchase a qualifying, specially-marked Oui by Yoplait single serve jar yogurt or a 4-pack of Oui by Yoplait yogurt (each a "Qualifying Product"), while supplies last. **See Appendix A for a list of Qualifying Products.** Locate the Code which is printed under the front label of the specially marked Oui by Yoplait jar and have it available when you complete the below instructions.
- b. Request a Code via Mail-In – From February 9, 2020 to March 16, 2020:** To obtain a Code without making a purchase, hand print your name, address, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage, to "Say Oui To The French Way Sweepstakes & Instant Win," c/o Merkle Inc., P.O. Box 5010, Department 843185, Kalamazoo, MI 49003-5010. Limit: One (1) free Code request per envelope. All mail-in requests must be handwritten and must be postmarked by March 16, 2020 and received by March 23, 2020. All Code requests become the exclusive property of Sponsor and none will be acknowledged or returned. You will receive a free Code via email. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due free Code requests, which will be discarded. Administrator will email you a free Code within 8-9 business days from your postmark date.
- c. Online Free Code Request -- From March 17, 2020 to April 4, 2020:** To request a free Code online without making a purchase, visit [www.SayOuiSweepstakes.com](http://www.SayOuiSweepstakes.com) and follow links and instructions to complete and submit the free Code request form, including a valid email address. You will receive a free Code within one (1) business day via automated email. All requests must be received by April 4, 2020 at 11:55 p.m. ET. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected Free

Code requests, which will be disqualified.

Once you obtain a Code, during the Promotion Period, visit [www.SayOuiSweepstakes.com](http://www.SayOuiSweepstakes.com) and complete and submit the registration form including your first and last name, your age, and a valid email address. Then, follow the instructions to enter your Code. You automatically will receive one (1) entry into the Sweepstakes and advance to the Instant Win Game page and receive one (1) Instant Win Game play for that Code. Once on the Instant Win Game page, follow the links and instructions during the Instant Win Game. The Instant Win Game results will be instantly displayed. Potential winners of the Instant Win Game (each a "Instant Win Potential Winner", collectively "Instant Win Potential Winners") will be provided directions for validation. All Instant Win Potential Winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

**Limit:** Each entrant may enter the Sweepstakes and play the Instant Win Game up to fifteen (15) times during the Promotion Period, regardless of method of entry. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/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 or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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 Instant Win Potential Winners and the Grand Prize Winner (as defined below) may be required to show proof of being the authorized account holder.

**5. Sweepstakes/Instant Win Game:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of Instant Win Potential Winners are final and binding in all matters related to the Promotion. **Sweepstakes:** Administrator will randomly select the potential Sweepstakes Grand Prize winner (the "Grand Prize Winner"), from all eligible entries on or around April 6, 2020. **Instant Win Game:** There will be two hundred fifty-five (255) random, computer-generated winning times, one for each prize listed below, generated during the Promotion Period. If you are the first player to play the Instant Win Game at or after one of the randomly-generated times, you will be an Instant Win Potential Winner of the prize indicated.

**6. ALL INSTANT WIN POTENTIAL WINNERS AND THE GRAND PRIZE WINNER ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE INSTANT WIN POTENTIAL WINNER AND/OR SWEEPSTAKES GRAND PRIZE WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.**

**7. Verification of Potential Winners:** Receiving a prize is contingent upon compliance with these Official Rules. The potential Sweepstakes Grand Prize Winner will be notified by email or phone. The potential Grand Prize Winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. If any Instant Win Potential Winner or the Grand Prize Winner cannot be contacted, or fails to sign and return the Declaration

of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), or prize is returned as undeliverable, the Instant Win Potential Winner or Grand Prize Winner forfeits the prize. In the event that any Instant Win Potential Winner, or Grand Prize Winner, of a prize valued over \$25 is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be a maximum of three (3) alternate drawings for a prize, after which the prize will remain unawarded. Unclaimed prizes valued at \$25 or less will not be awarded. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

## **8. Prizes:**

**Sweepstakes Prize: ONE (1) GRAND PRIZE:** A trip for two (2) to Marseille, France. Located in the Provence region of France. Trip package includes round trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Marseille, France (winner is responsible for transportation to and from their home and major airport); five (5) nights' accommodations at a 4-star hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation to and from destination airport and hotel; \$500.00 spending money fulfilled as a check; and travel agent services. Grand Prize Winner must complete the trip within one (1) year from the drawing date or prize will be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel and accommodations are subject to availability and blackout dates. Travel must be round trip. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, parking fees, meals, alcoholic beverages, souvenirs, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges, phone charges, or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Travel companion must be twenty-one (21) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the Grand Prize Winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Grand Prize Winner and travel companions are solely responsible for obtaining United States government-approved travel documents including valid passports and any other documents necessary for international travel. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor, air travel is not required due to Grand Prize Winner's proximity to prize location, ground transportation will be substituted for round trip air travel at Sponsor's sole discretion. Once in the Grand Prize Winner's possession, Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates or similar items. Sponsor is not responsible if event is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Any unclaimed and/or unused trip elements will be forfeited by and will remain the property of Sponsor. Unused components of the trip have no redeemable cash value. Grand Prize Winner must comply with all hotel check-in requirements, including the presentation of a major credit card. All airline tickets issued in connection with the trip are not eligible for frequent flyer miles or upgrades and cannot be used in conjunction with any other promotion or offer. In the event Grand Prize Winner and/or his or her travel companion engage in behavior that (determined by Sponsor in its sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send Grand Prize Winner and/or his or her travel companion home with no further compensation. Approximate Retail Value ("ARV"): \$8,560.00. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. Odds of winning the Sweepstakes Grand Prize depend on the number of eligible entries received during the Promotion Period.

**Instant Win Game Prizes:** There will be two hundred fifty-five (255) Instant Win Game Prizes available to be won. Available prizes are listed below.

FIVE (5) FIRST PRIZES: One (1) \$300 Crate & Barrel digital gift card code. ARV: \$300.00. FIFTY (50) SECOND PRIZES: One (1) \$100 Williams Sonoma digital gift card code. ARV: \$100.00. FIFTY (50) THIRD PRIZES: One (1) \$100 Barnes & Noble digital gift card code. ARV: \$100.00. ONE HUNDRED FIFTY (150) FOURTH PRIZES: One (1) Oui branded tumbler. ARV: \$7.80.

Odds of winning an Instant Win Game prize depend on the number of Instant Win prizes available divided by the number of eligible Instant Win Game plays. **Limit:** One (1) Instant Win Game prize per person.

**For All Prizes:** Terms and conditions of gift codes apply. There is no cash equivalent, and all 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. Instant Win Potential Winners and Grand Prize Winner are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$21,230.00.

**9. Release:** By receipt of any prize, Instant Win Potential Winners and Grand Prize Winner agree to release and hold harmless Sponsor, General Mills, Inc., Merkle Inc., and their respective subsidiaries, affiliates, suppliers, distributors, 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 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 Promotion or receipt or use or misuse of any prize.

**10. Publicity:** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Promotion, 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 or Instant Win Game, 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 or plays 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 Instant Win Game or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek any and all available remedies from any such person to the fullest extent of the law, including criminal prosecution. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (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 Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry or play is confirmed to have been

erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry or Instant Win Game play, 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.

**13. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, 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 the State of Michigan.

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

**15. Winner List:** For a winner list, visit <http://bit.ly/2O97Tn4>. The winner list will be posted after winner confirmation is complete.

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### Appendix A

Product	Flavor	Count	UPC
Oui by Yoplait 4-pack	Vanilla	4	70470-16128
Oui by Yoplait 4-pack	Strawberry	4	70470-16127
Oui by Yoplait 4-pack	Black Cherry	4	70470-16126
Yoplait Oui French Yogurt	Black Cherry	1	70470-49654
Yoplait Oui French Yogurt	Blueberry	1	70470-49653
Yoplait Oui French Yogurt	Coconut	1	70470-49652
Yoplait Oui French Yogurt	Honey	1	70470-14212
Yoplait Oui French Yogurt	Lemon	1	70470-49651
Yoplait Oui French Yogurt	Peach	1	70470-49649
Yoplait Oui French Yogurt	Raspberry	1	70470-10375
Yoplait Oui French Yogurt	Strawberry	1	70470-49647
Yoplait Oui French Yogurt	Vanilla	1	70470-49646